

*United States Court of Appeals
for the Second Circuit*



APPENDIX

75-7321

IN THE UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

GENESEE VALLEY CHAPTER OF THE
NATIONAL ORGANIZATION FOR WOMEN and
EULA LEE BLOWERS

Plaintiffs-Appellants

B
P/S

-v-

ELISHA C. FREEDMAN, individually and as
City Manager of the City of Rochester;
THOMAS P. RYAN, JR., individually and as
Mayor of the City of Rochester; THOMAS
GOSNELL, individually and as President
of Lawyers Cooperative Publishing Company;
LAWYERS COOPERATIVE PUBLISHING COMPANY, INC.

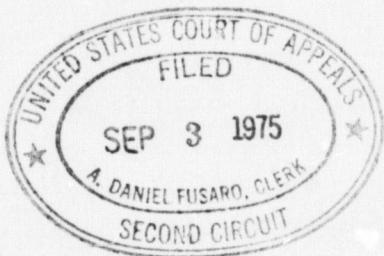
Defendants-Appellees

ON APPEAL FROM THE
UNITED STATES DISTRICT COURT FOR
THE WESTERN DISTRICT OF NEW YORK

JOINT APPENDIX

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Publishing Company, Inc.

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CIVIL DOCKET

UNITED STATES DISTRICT COURT

Jury demand date:

TITLE OF CASE	ATTORNEYS				
GENESEE VALLEY CHAPTER OF THE NATIONAL ORGANIZATION FOR WOMEN 121 North Fitzhugh Street Rochester, New York	For plaintiff: Emmelyn Logan-Baldwin 510 Powers Building Rochester, New York 14614 716-232-2292				
& EULIA LEE BLOWERS 50 Joanne Drive Rochester, New York 14614					
v.					
EISHA C. FREEDMAN, individually and as City Manager of the City of Rochester City Hall Rochester, New York 14614					
THOMAS P. RYAN, JR., individually and as Mayor of the City of Rochester 1000 Crossroads Office Building Rochester, New York 14614	For defendant: John B. McCrory, Esq. Nixon, Hargrave, Devans & Doyle Lincoln First Tower Rochester, N.Y. 14603				
THOMAS GOSNELL, individually and as President of Lawyers Cooperative Publishing Company 1 Aqueduct Street Rochester, New York	Louis Kash Corporation Counsel, City of Roch. 46 City Hall Rochester, N.Y.				
LAWYERS COOPERATIVE PUBLISHING COMPANY, INC. 1 Aqueduct Street Rochester, New York 14614					
STATISTICAL RECORD	COSTS	DATE	NAME OR RECEIPT NO.	REC.	DISB.
S. 5 mailed	Clerk	11/7/74	#94493	15 ⁰⁰	
		11/12/74	Trans US C/P 23		15 ⁰⁰
S. 6 mailed	Marshal				
asis of Action:	Docket fee				
	Witness fees				
ction arose at:	Depositions				

Elisha Fre

Civ-74-522 Genesee Valley Chapter of National Organization for Women & l v.

DATE	PROCEEDINGS	
1974		te Or ment
Nov. 7	Filed complaint in Rochester by Judge Burke	F-
7	" order to show cause why a preliminary injunction restraining defts. from performing any act or taking any further action to perform the lease-contract agreement for the display of Mercury statue etc. ret. 11-11-74-Burke, DJ	
7	JS 5 made	
11	Filed affidavits of service of S&C & order to show cause served on 11-7-74.	
11	Filed Pltfs. affirmation in support of application for preliminary injunc	
13	" :Pltfs': supplemental affidavit in support of motion for prelim.inj.	
15	Filed Findings of Fact & Conclusion of Law denying pltfs. application F-1 for a preliminary injunction in all respects-Burke, DJ	
	, Notice & copies to Emmelyn S. Logan-Baldwin, Nixon, Hargrave etc.	
	and Louis N. Kash	
18	Filed Pltfs. motion for reconsideration &/or stay pending appeal with order denying the motion in all respects-Burke, DJ	F-1
12	" Deft., Freedman, affidavit filed by George Bevin	
12	" Deft., Gosnell, affidavit in opposition to application for tempo" y injunction	
27	" Defts', Gosnell and Lawyers Cooperative, Answer	
27	" Defts', Gosnell and Lawyers Cooperative, affidavit & notice of motion to dismiss complaint-ret. 12/9/74 at Roch. ajd. 12-23-74	
Dec. 5	Filed Pltfs. notice to take deposition of Deft. Elisha Freedman on 12-4-74 & 12-6-74.	
19	Filed order to show cause why an order should not be made dismissing the complaint & granting summary judgment in favor of defts., Elisha Freedman & Thomas P. Ryan, Jr. etc. ret. 12-23-74-Burke, DJ Notice & copies to Emmelyn Logan-Baldwin & Louis Kash	
23	Filed Pltfs' affirmation & cross motion to compel disclosure & to vacate stay; opposition to motion to dismiss & for summary judgment -ret. at Roch. 12-23-74	
23	Motion by Defts. Gosnell & Lawyers Cooperative, to dismiss complaint Order to show cause for summary judgment. Cross motion by pltfs. to compel disclosure, etc. to be Submitted 1-23-75.	
1975		
Jan. 13	Filed Defts. notice of motion & motion for a protective order re answering interrogatories by defts. Thomas Gosnell & Lawyers Cooperative Publishing Co. ret. 1-27-75.	
27	Filed Pltfs' affirmation and cross motion to compel discovery, etc. ret. 1-27-75 at Roch.	
30	Filed Defts., Gosnell & Lawyers Cooperative, answering affidavit in support of stay pending summary judgment.	
31	Filed Pltfs' reply in support of motion for disclosure, etc.	
27	Motion by Defts., Gosnell & 1, for protective order, etc. Cross motion by Pltfs. to compel disclosure. To be submitted 1-31-75	
Apr. 25	Filed decision & judgment that the complaint is dismissed as against all defts.-Burke, DJ Notice & copies to Emmelyn Logan-Baldwin, Nixon, Hargrave, Devans & Doyle and Louis N. Kash	F-1
25	JS 6 made	
May 22	Filed at Roch. Pltfs'. Notice of Appeal (copy mailed 5/27/75 to Messrs. Kash and McCrary and to Clerk, CCA with copy of docket entries; CCA's Forms C and D mailed to Ms. Logan-Baldwin)	

closed April

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NEW YORK

GENESEE VALLEY CHAPTER OF THE NATIONAL
ORGANIZATION FOR WOMEN
121 North Fitzhugh Street
Rochester, New York 14614

EULA LEE BLOWERS
50 Joanne Drive
Rochester, New York 14616

Plaintiffs *

-v-

ELISHA C. FREEDMAN, individually, and as
City Manager of the City of Rochester
City Hall
Rochester, New York 14614

THOMAS P. RYAN, JR., individually, and as
Mayor of the City of Rochester
1000 Crossroads Office Building
Rochester, New York 14614

THOMAS GOSNELL, individually, and as
President of Lawyers Cooperative Publishing
Company
1 Aqueduct Street
Rochester, New York 14614

LAWYERS COOPERATIVE PUBLISHING COMPANY, INC.
1 Aqueduct Street
Rochester, New York 14614

Defendants *

JURISDICTION

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1. This is an action for injunctive relief, declaratory judgment and money damages. The action arises under the Constitution of the United States, the Fourteenth Amendment. This court has jurisdiction over this action pursuant to 28 U.S.C. §§1331, 1343, 2201, 2202, and 42 U.S.C. §§1983 and 1985. The matter in controversy exceeds, exclusive of interest and costs, the sum of \$10,000.00 (ten thousand dollars).

2. The plaintiffs seek a declaration that a leasing agreement entered into by defendant Freedman with agent of defendant Lawyers Cooperative Publishing Company for the perpetual use and display by defendant Lawyers Cooperative Publishing Company of public property of the City of Rochester, a statue of Mercury, constitutes an illegal and unconstitutional conspiracy among the defendants, under color of law, which has deprived and is depriving and will in the future deprive the plaintiffs of their rights to equal protection of the laws, to equal employment opportunities and to the support of government in securing those rights. Plaintiffs seek temporary, preliminary and permanent injunctions enjoining defendants Freedman and Ryan, individually and as City Manager and Mayor of the City of Rochester, respectively and defendant Thomas Gosnell, individually and as President of defendant Lawyers Cooperative Publishing Company, from taking any further action in furtherance of this leasing of the publicly owned statue of Mercury until such time as defendants Thomas Gosnell and Lawyers Cooperative Publishing Company are in full compliance with the laws against discrimination in employment and proceedings against defendant Lawyers Cooperative Publishing Company in this court and before the New York State Division of Human Rights have been settled or litigated to conclusion. Plaintiffs also seek a declaration that the lease agreement executed by defendant Freedman on behalf of the City of Rochester with defendants Thomas Gosnell and Lawyers Cooperative

Publishing Company for the lease of the public property, statue of Mercury, is void in that it was not executed pursuant to provision in law.

PARTIES

3. The National Organization For Women is a non-profit organization of persons in the United States united in an effort to bring the benefits and guarantees of the Constitution and the laws of the United States to females and minorities of the United States. Plaintiff Genesee Valley Chapter of the National Organization For Women is a duly recognized entity of the National Organization For Women. A copy of the statement of purpose of the National Organization For Women is attached hereto and made a part hereof as Exhibit A.

a) In conjunction with the efforts of the organization to secure the equal protection of the laws to women, negroes and other deprived groups, the Genesee Valley Chapter of the National Organization For Women as well as the national office of the National Organization For Women maintain committees to review requests for information on legal rights of persons and information on how the National Organization For Women can assist in securing those rights to women, negroes and other deprived groups. This assistance is available both to members and to non-members of the National Organization For Women.

b) Because of the denial by Lawyers Cooperative Publishing Company of equal employment opportunities to N.O.W. members and to women as a class, the Genesee Valley Chapter of the National Organization For Women initiated charges of company-wide, class-wide discrimination in employment against Lawyers Cooperative Publishing Company in December of 1971 with the New York State Division of Human Rights, cross-filing those charges with the Equal Employment

Opportunity Commission, pursuant to Title VII of the Civil Rights Act of 1964. In due course, plaintiff N.O.W. was issued its right to sue notice, pursuant to Title VII of the Civil Rights Act, and has pending application to be added as a named party plaintiff and member of the class in Blowers, individually, and on behalf of all other persons similarly situated v. Lawyers Cooperative Publishing Company, Inc., et al, Civil Action No. 1973-47, and has separately pending actions, Loughney and N.O.W. v. Lawyers Cooperative Publishing Company, Inc., Civil Action No. 1973-238, Nageotte and N.O.W., et al v. Lawyers Cooperative Publishing Company, Civil Action No. 1973-346. Plaintiff N.O.W. is an intervenor in Lawyers Cooperative Publishing Company v. Schlesinger, et al, Civil Action No. 1974-212 - a lawsuit in which Lawyers Cooperative Publishing Company seeks to suppress the production of documents directly supporting the claims of discrimination in the above-noted discrimination lawsuits.

4. Plaintiff Eula Lee Blowers is a private citizen who resides at 50 Joanne Drive, Rochester, New York. Plaintiff Blowers is a former employee of defendant Lawyers Cooperative Publishing Company, having been terminated after complaining of the illegal employment practices of Lawyers Cooperative Publishing Company and refusing to take action against persons who also complained of those practices. Plaintiff Blowers has claims of company-wide, class-wide employment discrimination pending against Lawyers Cooperative Publishing Company before the New York State Division of Human Rights and this court. (Blowers, individually, and on behalf of all other persons similarly situated v. Lawyers Cooperative Publishing Company, Inc., et al, Civil Action No. 1973-47). Plaintiff Blowers, Patricia Loughney, Genesee Valley Chapter of the National Organization For Women, Mary Nageotte, Vincenza Linda Grice, Pascha Baker, Pat Prusak, Ellen Michelson, Elizabeth Ares, Margaret

Moulton, Beverly Neatrour and Virginia Sweeney have pending before this court motion and/or application to constitute Blowers, individually, and on behalf of all other persons similarly situated v. Lawyers Cooperative Publishing Company, Inc., et al a class action with all women who have been employed, are employed or might be employed by Lawyers Cooperative Publishing Company the designated class.

5. Defendant Elisha C. Freedman is the City Manager of the City of Rochester. His office and principal place of business is City Hall, Rochester, New York. He is sued in his individual and official capacities.

6. Defendant Thomas P. Ryan, Jr., is the Mayor of the City of Rochester. His office and principal place of business is 1000 Crossroads Office Building, Rochester, New York. He is sued in his individual and official capacities.

7. Defendant Thomas Gosnell is the President of Lawyers Cooperative Publishing Company, Inc. His office and principal place of business is 1 Aqueduct Street, Rochester, New York. He is sued in his individual and corporate official capacities.

8. Defendant Lawyers Cooperative Publishing Company, Inc., is a New York corporation engaged in the business of publishing law books. Its principal offices and principal place of business are at 1 Aqueduct Street, Rochester, New York.

COUNT I

9. For some time past, the City of Rochester has been the owner of a statue of Mercury, a twenty-one foot, seven hundred pound, copper sheet likeness of the mythical god. From approximately 1882 until 1951 this statue was displayed on a building located at the present site of the War Memorial. In 1951, the statue of

STATE OF NEW YORK)
COUNTY OF MONROE) SS:
CITY OF ROCHESTER)

Eula Lee Blowers, being duly sworn, says that she is one of the plaintiffs herein. She has read the foregoing complaint. The allegations of paragraphs 2-4, 13-20, 24-30, 34, 35, 36, 37, 38, 39, 43-45 are true to her own knowledge. The allegations of paragraphs 1, 5, 6, 7, 8, 9, 10, 11, 12, 21-23, 31-33, 41 and 42 are made upon information and belief, and as to those matters she believes them to be true.

Eula Lee Blowers
EULA LEE BLOWERS

Sworn to before me this 7th day
of November, 1974.

Emmelyn Logan Baldwin
Notary Public

EMMELYN LOGAN-BALDWIN
NOTARY PUBLIC, STATE OF N. Y., Monroe Co.
Commission Expires March 30, 1975

THE NATIONAL ORGANIZATION FOR WOMEN
(N.O.W.)

Statement of Purpose

(Adopted at the organizing conference in Washington, D. C.,
October 29, 1966)

We, men and women who hereby constitute ourselves as the National Organization for Women, believe that the time has come for a new movement toward true equality for all women in America, and toward a fully equal partnership of the sexes, as part of the world-wide revolution of human rights now taking place within and beyond our national borders.

The purpose of NOW is to take action to bring women into full participation in the mainstream of American society now, exercising all the privileges and responsibilities thereof in truly equal partnership with men.

We believe the time has come to move beyond the abstract argument, discussion and symposia over the status and special nature of women which has raged in America in recent years; the time has come to confront, with concrete action, the conditions that now prevent women from enjoying the equality of opportunity and freedom of choice which is their right, as individual Americans, and as human beings.

NOW is dedicated to the proposition that women, first and foremost, are human beings, who, like all other people in our society, must have the chance to develop their fullest human potential. We believe that women can achieve such equality only by accepting to the full the challenges and responsibilities they share with all other people in our society, as part of the decision-making mainstream of American political, economic and social life.

We organize to initiate or support action, nationally, or in any part of this nation, by individuals or organizations, to break through the silken curtain of prejudice and discrimination against women in government, industry, the professions, the churches, the political parties, the judiciary, the labor unions, in education, science, medicine, law, religion and every other field of importance in American society.

Enormous changes taking place in our society make it both possible and urgently necessary to advance the unfinished revolution of women toward true equality, now. With a life span lengthened to nearly 75 years it is no longer either necessary or possible for women to devote the greater part of their lives to child-rearing; yet childbearing and rearing which continues to be a most important part of most women's lives--still is used to justify barring women from equal professional and economic participation and advance.

Today's technology has reduced most of the productive chores which women once performed in the home and in mass-production industries based upon routine unskilled labor. This same technology has virtually eliminated the quality of muscular strength as a criterion for filling most jobs, while intensifying American industry's need for creative intelligence. In view of this new industrial revolution created by automation in the mid-twentieth century, women can and must participate in old and new fields of society in full equality--or become permanent outsiders.

THE NATIONAL ORGANIZATION FOR WOMEN (NOW).....2

Despite all the talk about the status of American women in recent years, the actual position of women in the United States has declined, and is declining, to an alarming degree throughout the 1950's and '60s. Although 46.4% of all American women between the ages of 18 and 65 now work outside the home, the overwhelming majority--75%--are in routine clerical, sales, or factory jobs, or they are household workers, cleaning women, hospital attendants. About two-thirds of Negro women workers are in the lowest paid service occupations. Working women are becoming increasingly--not less--concentrated on the bottom of the job ladder. As a consequence full-time women workers today earn on the average only 60% of what men earn, and that wage gap has been increasing over the past twenty-five years in every major industry group. In 1964, of all women with a yearly income, 69% earned under \$5,000 a year; half of all full-time year round women workers earned less than \$3,690; only 1.4% of full-time year round women workers had an annual income of \$10,000 or more.

Further, with higher education increasingly essential in today's society, too few women are entering and finishing college or going on to graduate or professional school. Today, women earn only one in three of the B.A.'s and M.A.'s granted, and one in ten of the Ph.D.'s.

In all the professions considered of importance to society, and in the executive ranks of industry and government, women are losing ground. Where they are present it is only a token handful. Women comprise less than 1% of federal judges; less than 4% of all lawyers; 7% of doctors. Yet women represent 51% of the U.S. population. And, increasingly, men are replacing women in the top positions in secondary and elementary schools, in social work, and in libraries--once thought to be women's fields.

Official pronouncements of the advance in the status of women hide not only the reality of this dangerous decline, but the fact that nothing is being done to stop it. The excellent reports of the President's Commission on the Status of Women and of the State Commissions have not been fully implemented. Such Commissions have power only to advise. They have no power to enforce their recommendations; nor have they the freedom to organize American women and men to press for action on them. The reports of these commissions have, however, created a basis upon which it is now possible to build.

Discrimination in employment on the basis of sex is now prohibited by federal law, in Title VII of the Civil Rights Act of 1964. But although nearly one-third of the cases brought before the Equal Employment Opportunity Commission during the first year dealt with sex discrimination and the proportion is increasing dramatically, the Commission has not made clear its intention to enforce the law with the same seriousness on behalf of women as of other victims of discrimination. Many of these cases were Negro women, who are the victims of the double discrimination of race and sex. Until now, too few women's organizations and official spokesmen have been willing to speak out against these dangers facing women. Too many women have been restrained by the fear of being called "feminist."

There is no civil rights movement to speak for women, as there has been for Negroes and other victims of discrimination. The National Organization for Women must therefore begin to speak.

WE BELIEVE that the power of American law, and the protection guaranteed by the U.S. Constitution to the civil rights of all individuals, must be effectively applied and enforced to isolate and remove patterns of sex discrimination, to

THE NATIONAL ORGANIZATION FOR WOMEN (NOW).....3

ensure equality of opportunity in employment and education, and equality of civil and political rights and responsibilities on behalf of women, as well as for Negroes and other deprived groups.

We realize that women's problems are linked to many broader questions of social justice; their solution will require concerted action by many groups. Therefore, convinced that human rights for all are indivisible, we expect to give active support to the common cause of equal rights for all those who suffer discrimination and deprivation, and we call upon other organizations committed to such goals to support our efforts toward equality for women.

WE DO NOT ACCEPT the token appointment of a few women to high-level positions in government and industry as a substitute for a serious continuing effort to recruit and advance women according to their individual abilities. To this end, we urge American government and industry to mobilize the same resources of ingenuity and command with which they have solved problems of far greater difficulty than those now impeding the progress of women.

WE BELIEVE that this nation has a capacity at least as great as other nations, to innovate new social institutions which will enable women to enjoy true equality of opportunity and responsibility in society, without conflict with their responsibilities as mothers and homemakers. In such innovations, America does not lead the Western world, but lags by decades behind many European countries. We do not accept the traditional assumption that a woman has to choose between marriage and motherhood, on the one hand, and serious participation in industry or the professions on the other. We question the present expectation that all normal women will retire from job or profession for 10 or 15 years, to devote their full time to raising children, only to reenter the job market at a relatively minor level. This, in itself, is a deterrent to the aspirations of women, to their acceptance into management or professional training courses, and to the very possibility of equality of opportunity or real choice, for all but a few women. Above all, we reject the assumption that these problems are the unique responsibility of each individual woman, rather than a basic social dilemma which society must solve. True equality of opportunity and freedom of choice for women requires such practical, and possible innovations as a nationwide network of child-care centers, which will make it unnecessary for women to retire completely from society until their children are grown, and national programs to provide retraining for women who have chosen to care for their own children full-time.

WE BELIEVE that it is as essential for every girl to be educated to her full potential of human ability as it is for every boy--with the knowledge that such education is the key to effective participation in today's economy and that, for a girl as for boy, education can only be serious where there is expectation that it will be used in society. We believe that American educators are capable of devising means of imparting such expectations to girl students. Moreover, we consider the decline in the proportion of women receiving higher and professional education to be evidence of discrimination. This discrimination may take the form of quotas against the admission of women to colleges, and professional schools; lack of encouragement by parents, counsellors and educators; denial of loans or fellowships; or the traditional or arbitrary procedures in graduate and professional training geared in terms of men, which inadvertently discriminate against women. We believe that the same serious attention must be given to high school dropouts who are girls as to boys.

THE NATIONAL ORGANIZATION FOR WOMEN (NOW).....4

WE REJECT the current assumptions that a man must carry the sole burden of supporting himself, his wife, and family, and that a woman is automatically entitled to lifelong support by a man upon her marriage, or that marriage, home and family are primarily woman's world and responsibility--hers, to dominate--his to support. We believe that a true partnership between the sexes demands a different concept of marriage, an equitable sharing of the responsibilities of home and children and of the economic burdens of their support. We believe that proper recognition should be given to the economic and social value of homemaking and child-care. To these ends, we will seek to open a reexamination of laws and mores governing marriage and divorce, for we believe that the current state of "half-equality" between the sexes discriminates against both men and women, and is the cause of much unnecessary hostility between the sexes.

WE BELIEVE that women must now exercise their political rights and responsibilities as American citizens. They must refuse to be segregated on the basis of sex into separate-and-not-equal ladies' auxiliaries in the political parties, and they must demand representation according to their numbers in the regularly constituted party committees--at local, state, and national levels--and in the informal power structure, participating fully in the selection of candidates and political decision-making, and running for office themselves.

IN THE INTERESTS OF THE HUMAN DIGNITY OF WOMEN, we will protest, and endeavor to change, the false image of women now prevalent in the mass media, and in the texts, ceremonies, laws, and practices of our major social institutions. Such images perpetuate contempt for women by society and by women for themselves. We are similarly opposed to all policies and practices--in church, state, college, factory, or office--which, in the guise of protectiveness, not only deny opportunities but also foster in women self-denigration, dependence, and evasion of responsibility, undermine their confidence in their own abilities and foster contempt for women.

NOW WILL HOLD ITSELF INDEPENDENT OF ANY POLITICAL PARTY in order to mobilize the political power of all women and men intent on our goals. We will strive to ensure that no party, candidate, president, senator, governor, congressman, or any public official who betrays or ignores the principle of full equality between the sexes is elected or appointed to office. If it is necessary to mobilize the votes of men and women who believe in our cause, in order to win for women the final right to be fully free and equal human beings, we so commit ourselves.

WE BELIEVE THAT women will do most to create a new image of women by acting now, and by speaking out in behalf of their own equality, freedom, and human dignity--not in pleas for special privilege, nor in enmity toward men, who are also victims of the current, half-equality between the sexes--but in an active, self-respecting partnership with men. By so doing, women will develop confidence in their own ability to determine actively, in partnership with men, the conditions of their life, their choices, their future and their society.

Mercury waiting for new perch

Mercury Statue
Photo by Dennis

KEITH PRITCHARD

Mercury to a long-time Ro-
sident and chances are you'll
see the old boy belongs.

ar-old copper statue that once
the Kimball Tobacco Co. along
own riverfront, has spent the
years lying on its side in a
at the Rochester-Monroe
t Authority.

seems to know what should be
Mercury, but there have been
suggestions.

many politicians and citizens
suggested that Mercury be
the Civic Center Plaza, atop
bell tower, in the middle of
Hill Reservoir, atop the Com-
memorial or at the bottom
ario.

rally been decided by those
seen the 21-foot-tall Mercury
ks best at a distance. His 700-
me is made of riveted and
pper plates which over the
held fast but look tacky.
was perched on a 60-foot-pe-
Kimball Tobacco because he
to be seen at a distance.
ding and perch were demo-
51 as a site for the War Me-
the building served as a City
during its last years.

given for Mercury's continued
re based mostly on nostalgia.
n given 11 years ago was to
Project Mercury astronauts.

the city can tuck Mercury away
house, it didn't know how to get
rondequin man named Walter

arnahan who bought a piece of
astman Beach and who was
ed to sell it back to the city.

with elaborate plans to turn the
area into a Hawaiian beach
in music, fresh filtered water
sand. Carnahan played a cat-
game with the city in 1966
bought the erroneously listed
age for \$2,000 at a tax fore-
closure.

led city won the beach back in
come Court, but had to repay



It Might Have Been

Carnahan his \$2,000 and about \$2,300 in
court costs.

Two years later, Carnahan proposed
carving a grotto restaurant in the west
bank of the Genesee River overlooking
the Upper Falls.

He proposed colored lights playing on
the falls and an elevator shaft sunk
through solid rock from the grotto up to
either an office building or a motel that
would be built atop the oak.

"Carnahan's Cave" also ended up in
court, first, when Carnahan had legal
problems with his partner, who bought
the land at yet another tax foreclosure
sale, and again when the city sought to
reclaim the land.

City officials also had their hands full
when six 23-story apartment buildings
were proposed on land next to Aquinas
Stadium near Mt. Read Boulevard.

Stadium City hung in limbo for more
than a year when the Republican ma-
jority couldn't find the necessary six
City Council votes to approve \$3.6 million
in public improvements to support the
project.

The Stadium City deal was sweetened
by the developer's idea to buy and pre-
serve Aquinas Stadium from Aquinas In-

stitute which was \$900,000 in debt in late
1972.

Stadium City foes opposed the project's
population density. Initial estimates said
more than 10,000 persons would be
housed on the 40-acre tract.

The project lost a key vote in City
Council when Republican John R. Par-
rinello was told to abstain on the issue
by the City Ethics Board as his law firm
represented the developers, Buildings
Systems Housing Corp., of Cleveland.
Parrinello had abstained in earlier votes,
but had asked for clarification from the
board for a final vote.

The final vote never came. The project
was killed in December 1972 when Re-
publicans knew they didn't have the
votes to pass it.

Mercy's Reign In Huddle

A 90-year-old statue of Mercury, who needs some renewing himself, could end up standing in a city urban renewal project, Mayor Stephen May said last night.

May said he would ask local urban renewal officials about getting money for the restoration of Mercury from the U.S. Department of Housing and Urban Development.

If federal funds were used, May said, the statue probably would have to be located in an urban renewal area. HUD pays many of the city's urban renewal costs.

Because old buildings are demolished and new ones built in urban renewal areas, the aging Mercury could be standing near some of the city's never-built buildings.

The 21-foot, 700-pound copper statue of the messenger of the gods has been in a Port of Rochester warehouse since 1961. For 70 years before that, it was displayed near the old City Hall annex on the site of the Community War Memorial.

May said last night that refurbishing Mercury and building a foundation for him would cost "some money."

"The statue must be placed in a lofty position" because of its "historical and sentimental value," May said.

He is awaiting suggestions from the Landmark Society and the City Planning Commission before deciding on a site for Mercury.

He said that so far about 10 different sites have been proposed by other groups. Most favor the downtown Genesee Crossroads urban renewal area or other sites near the Genesee River.

Memories of Mercury

PC SEP 19 1971

Arch Merrill's History

Twenty years ago today, on Sept. 19, 1951, thousands watched the statue of Mercury come down from the skyline he had graced for 70 years.

Mercury's perch had been atop the tall chimney of the building beside the Genesee which began life as William S. Kimball's tobacco-cigarette factory and in turn became a collar factory and finally the City Hall Annex. The old building was doomed to make way for the Community War Memorial and Mercury lost home.

At the time of his downfall, it was announced that the 21 foot, 700 pound statue, made of copper plates riveted together, would have a place in the Civic Center complex. Original plans for the Center put Mercury on a pedestal beside the river in the shadow of the War Memorial.

That idea never materialized and Mercury is still in lonely exile at Charlotte in a corner of the city port warehouse, where he was dumped and put under wraps 20 years ago.

Since then several sites have been proposed as a suitable roost for the Messenger of the Gods. Earlier this year Mayor Stephen May visited Mercury and instituted a new search for a home for the Greek god.

Mercury was a magnificent figure on the skyline 162 feet above street level. But in this modern age, tall chimneys are scarce. Height lends enchantment. A 90-year-old statue, with its seams showing, loses glamour when exposed to close-up scrutiny.

The hope persists in the hearts of many residents, especially those who admired the copper god in the days of their youth, that a new home will be found for Mercury.

One native son put into eloquent words his feeling for the deposed Messenger of the Gods. That loyal friend of Mercury is Attorney J. Boyd Mullan, a former president of

the New York State Bar Association and a son of the late John B. Mullan, state senator and postmaster of Rochester.

Here, in part, is what Boyd Mullan wrote:

"All my life I have been fascinated by the statue of Mercury.

"I suppose that is due in part to a sense of provincial pride. When my college classmates visited me in Rochester, three things I showed them: The Rochester birthday cake which was Cobb's Hill at night, Rattlesnake Peto's which was excitement in the daytime or at night—and the statue of Mercury.

"I had a sense of ownership in Mercury. My family had lived here for half a century before the statue was created. Any time, even now, when I close my eyes and visualize the skyline of Rochester the central figure is not Midtown Plaza nor the Xerox Building

nor the Marine-Midland Building, not even the fast rising Lincoln Tower. It is that soul-stirring dramatic figure against the sky, Mercury the Messenger of the Gods.

"My father spoke of Mercury with the same sense of ownership and of familiarity. He used to tell about the time the great steam whistle of the Kimball factory blew just as he was driving a team west on Court Street and the horses never had four feet on the ground again until they had passed the Four Corners."

"I always thought this was asking quite a bit of a steam whistle until in reading through the ancient newspapers, I discovered an account of a Sibley, Lindsay & Curr team running away, jumping a fence and ending up in the Erie Canal, all because the whistle blew as they were passing the factory.

"The day that Mercury was lowered, I spent the afternoon taking pictures and agreeing with all the other bystanders that it was truly a sad day for Rochester!"

MERCURY STATUE

A New Park Downtown?

JAN 26 1973 TU

Proposal: Return of 'Mercury,' canal-boat rides

By CLIFF SMITH

A new downtown park was proposed today which would include restoration of the old Lehigh Valley Railroad station as a restaurant, resurrection of the old statue of Mercury, rides in canal boats drawn by horses and redevelopment of the old Gilbert canal warehouse as a museum.

Pedestrians would be able to walk within the park from the proposed Canaltown restoration area at East Main and Water streets to the 1821 stone warehouse-museum at South and Mt. Hope avenues.

Mercury, once the most prominent feature of the Rochester skyline when it stood 190 feet high atop a chimney of the old Kimball Tobacco Co., where the War Memorial stands today, would be the centerpiece of the park.

The bronze statue, which

has lain ignominiously in a Charlotte warehouse since 1931, would stand atop an obelisk just south of the railroad station between the Genesee River and the canal.

"Symbolically, the obelisk would be the Eiffel Tower of Rochester," according to the park's proponent, Douglas Fisher. "Around the base of the obelisk would be stalls for booksellers and craftsmen, similar to what Paris has along the Seine River."

The park proposal was to be unveiled today at the Rochester Chamber of Council 55th annual installation of the Retail Merchants Association luncheon by City Councilman John R. Parrinello, Rochester's vice mayor.

Parrinello said the city will ask State Sen. Gordon DeHond and Assemblyman Don Cook to introduce legislation seeking a \$294,500 planning grant from the state. He said the city also will apply for a

\$294,500 matching grant from the federal government under the 1976 national bicentennial celebration program for the restoration of historic sites around the nation.

Vice Mayor Parrinello said there could be no estimate of the cost of building the park and restoring the station and warehouse until engineering studies are made. The city would provide some planning and staff work, but no money in addition to the \$389,000 in state and federal funds, he said.

The railroad station would include dining cars on a siding attached to the building, where diners would have a view of the river on one side and the canal on the other.

The canal boat rides would run 2,300 feet from Canaltown to the warehouse. The canal bed still exists in that area, but it is filled with dirt and debris. Boring would be made to determine its condi-

tion, Parrinello said.

Douglas A. Fisher of Fishers is the son of J. Sheldon Fisher, founder and director of the Valentown Museum in Fishers, just over the Monroe County line in Ontario County.

Douglas Fisher is president of Canaltown Associates, and originated the idea for Canaltown. The City Urban Renewal Department and the Urban Development Corp. — Greater Rochester are making a feasibility study of the Canaltown area now.

"This consists of appraising properties," Parrinello said. "They'll begin by negotiating with the owners of the old Cook Opera House (on South Avenue) and of the Commerce Building (at East Main and St. Paul streets)."

Parrinello said the Commerce Building probably would be demolished.

The owners of both buildings are from New York City, he said.

Money's the Problem

DEC. 18, 1961

Still No Perch Ready for Mercury

By SANDY FLICKNER

MERCURY, that messenger of the gods who's been lying on his stomach in the Port Authority warehouse at Charlotte for two decades, appears destined to spend another inglorious winter there.

A committee to determine his fate — which Mayor St. Phen May announced last June hasn't been named yet.

It's not that nobody has any better idea of where to put his 21-foot copper statue. City officials have received at least 25 suggestions of where Mercury might rise again.

And it's not that the 99-year-old Rochester native is too worn out and decrepit for public view.

Mercury passed his "physical examination" last December when Mayor May declared that the holes in his head and britches on his legs are repairable.

The problem, the mayor said yesterday, is money.

"There are a number of ideas of where to put him,"

May explained, "but nobody's got an idea of how to pay for it."

Cost of clean-up and repair shouldn't be prohibitive, he said, but a pedestal to elevate Mercury to appropriate heights so that he can once

again become part of Rochester's skyline could become expensive.

"I wanted to get more information of how to pay for it before tossing it to a committee," May said. "I've given some thought to having the committee decide where to get funds, but I rather left it

should try to give them some possible sources."

There was a glimmer of hope in April when May had local urban renewal officials explore the possibility of getting federal funds to put the statue in an urban renewal area. The idea wasn't ap-

"I don't offhand know of any more governmental sources of funds, and I don't really think we can give it priority in terms of public money," May added.

So he's been trying to find a private source that might

Please turn to Page 3B



MERCURY
in lofier days

MAR 30 1962 Mercury Statue monument + status - Spot Already Set

By JOHN RUMSEY

Memo to the Arts Council of Rochester:
Never mind that request to think up a place for Mercury in the Civic Center,

The famous statue's place is all reserved—and has been for nearly six years, since master plans were approved June 26, 1956, by city and county officials.

MERCURY, who stood for 70 years where the War Memorial now is located, will be atop a 66-foot pylon in the landscaped riverfront park, about where the County Jail is now.

Allen Macomber, one of the master architects for the Civic Center, said today these plans are unchanged. However, he said, the park presumably won't be developed until the City-County Office Building, slated for the same area, is constructed.

CITY MANAGER Henry R. Dutcher said Wednesday that the city probably couldn't afford that building for at least six years.

Dutcher, earlier Wednesday, suggested to the Arts Council that it suggest a site for Mercury.

EXHIBIT C

AGREEMENT

31

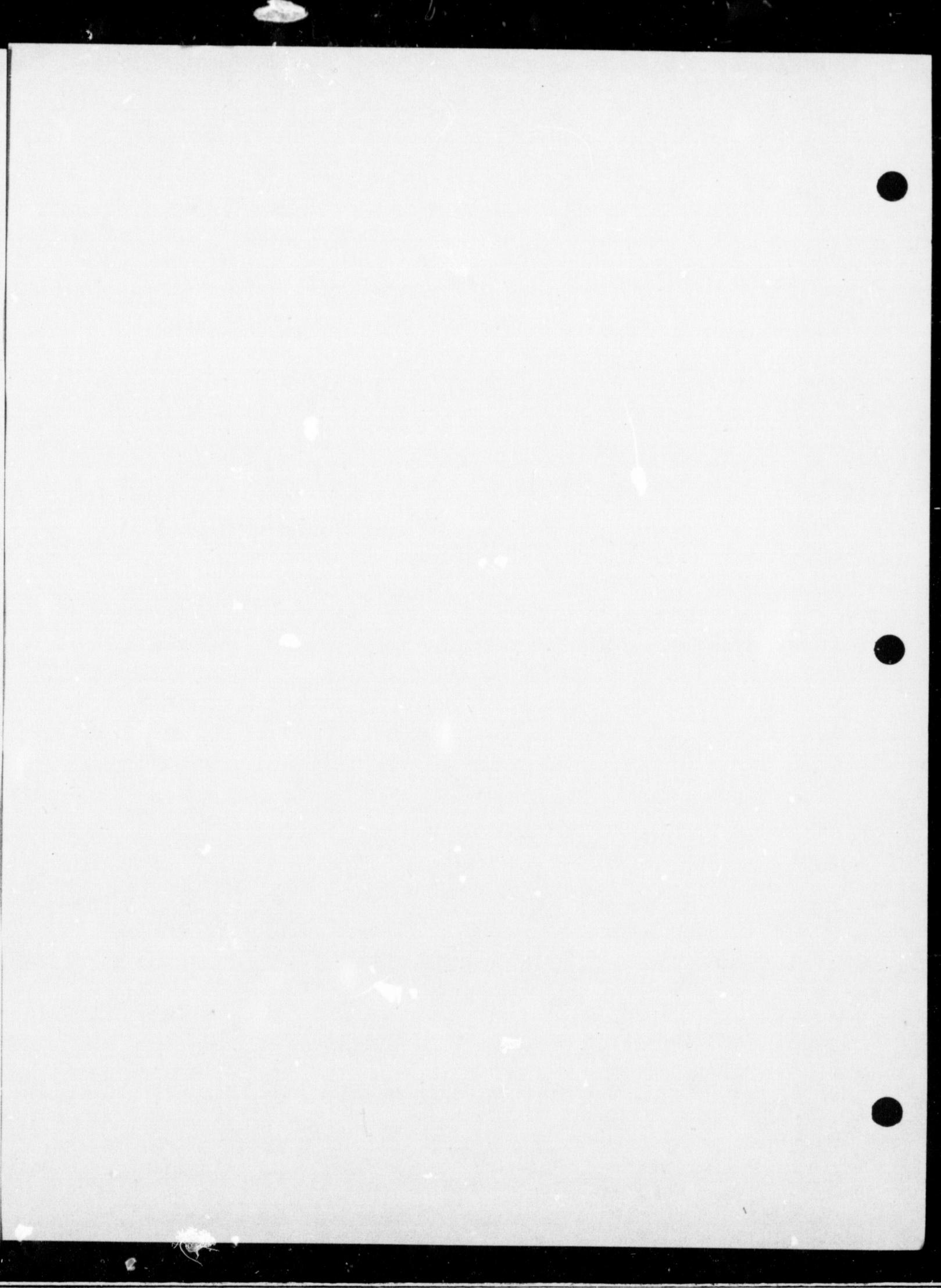
THIS AGREEMENT made this 30th day of April, 1974 between the CITY OF ROCHESTER (the "City"), a municipal corporation organized under the laws of the State of New York, and THE LAWYERS CO-OPERATIVE PUBLISHING COMPANY ("LCP"), a business corporation organized under the laws of the State of New York with its principal office located at the Aqueduct Building, Rochester, New York.

WHEREAS, the City owns a copper statue of Mercury (the "Statue") which at one time, and prior to 1958, was mounted and publicly displayed in the City of Rochester for its aesthetic value; and

WHEREAS, the Statue is presently, and since at least 1958 has been, stored by the City and is in need of renovation and repair so that it cannot be, and has not for several years been able to be, publicly displayed in the City; and

WHEREAS, to the mutual benefit of the City and LCP, its successors and assigns, LCP has expressed an interest in renovating, repairing and mounting the Statue in a publicly visible place on one of its buildings in the City of Rochester;

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt



of which is hereby acknowledged, the City and LCP hereby agree as follows:

1. Promptly upon execution of this Agreement, the City shall transfer custody, possession and control of the Statue to LCP. LCP shall upon such transfer of custody, possession, and control of the Statue promptly cause an inspection of the Statue to be made to determine the feasibility of renovation so as to put it in condition to be publicly displayed and may for that purpose remove such portions of the Statue as is necessary to enable it to examine the internal structure of the Statue. Should LCP determine that renovation and display of the Statue is feasible, it shall proceed to renovate the Statue and shall, upon completion thereof, cause it to be mounted in a secure and workmanlike manner within a year following the date of execution of this Agreement on one of its buildings in the City of Rochester so as to be visible to the public view. Should LCP determine that the renovation and display of the Statue is for any reason not feasible, it shall replace the Statue as nearly as practicable in as good condition as when delivered to LCP and shall redeliver it to the City whereupon this Agreement shall terminate. LCP shall not be liable for any damage to the Statue caused by its/inspection or renovation of the same.

2. The City shall at all times be the owner of the Statue, but LCP, its successors and assigns shall have the

exclusive right of custody, possession and control of the Statue so long as it shall continue to maintain it in a publicly visible place on one of its buildings in the City of Rochester (subject to removal from time to time as provided in paragraph 3).

3. LCP shall have the right, without notice to or inspection or approval by the City, to remove the Statue from its place of public display whenever it deems it desirable to repair, refurbish, restore or otherwise work on the Statue or its supporting structure so as to maintain it in proper condition for public display, as shall be determined from time to time in the sole discretion of LCP.

4. LCP shall not abandon the Statue or use it for any purpose other than public display. Should LCP at some time decide to discontinue its public display of the Statue (except as permitted in paragraph 3), the right of custody, possession and control over the Statue shall revert in full to the City.

5. It is agreed that transfer of custody, possession and control of the Statue to LCP hereunder is for the mutual benefit of the City and LCP, and LCP shall not be liable to the City for any damage to the Statue whether caused by normal wear and tear, the elements, vandalism, theft or otherwise.

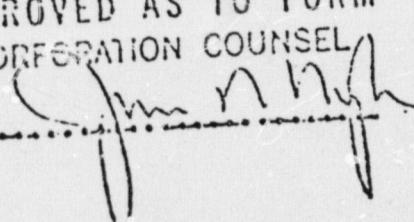
6. The Statue is, and shall at all times remain, personal property, notwithstanding that it or any part of it may become attached, in any manner, or embedded in, or permanently rest on real property or any building thereon, or attached in any manner to a permanent structure by means of cement, bolts, screws or otherwise.

7. LCP agrees to indemnify and hold the City harmless from and against any and all losses, expenses, claims, demands, actions and judgments by reason of liability imposed by law upon the City for damage to any person or persons because of bodily injuries, including death, or of damage to property, arising out of or as a consequence of this Agreement, except to the extent that the same has been caused by the fault, carelessness, or negligence of the City.

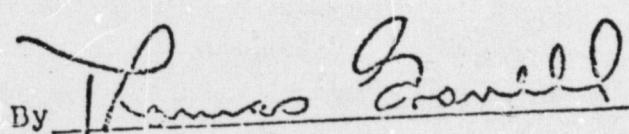
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives as of the date first written above.

CITY OF ROCHESTER

By 
Eddie O'Dell
City Manager

APPROVED AS TO FORM
CORPORATION COUNSEL
BY 

THE LAWYERS CO-OPERATIVE
PUBLISHING COMPANY

By 
Thomas G. Crandall

STATE OF NEW YORK)
: SS.
COUNTY OF MONROE)

On this 30 day of April, 1974, before
me personally came ELISHA C. FREEDMAN to me known who,
being by me duly sworn did depose and say: That he resides
in the City of Rochester; that he is the City Manager of
the CITY OF ROCHESTER, the corporation described in and
which executed the above Instrument; that he knows the
seal of said corporation; that the seal affixed to said
Instrument is such corporate seal; that it was so affixed
by virtue of the Statutes of the State of New York and
Local Laws of the City of Rochester in such case made
and provided; and that he signed his name thereto by
virtue of such Statutes and Laws.

Valerie J. Labran
Notary Public

VALERIE J. LABRAN
Notary Public in the State of New York
MONROE COUNTY, N.Y.
Commission Expires March 30, 1974

STATE OF NEW YORK)
: SS.
COUNTY OF MONROE)

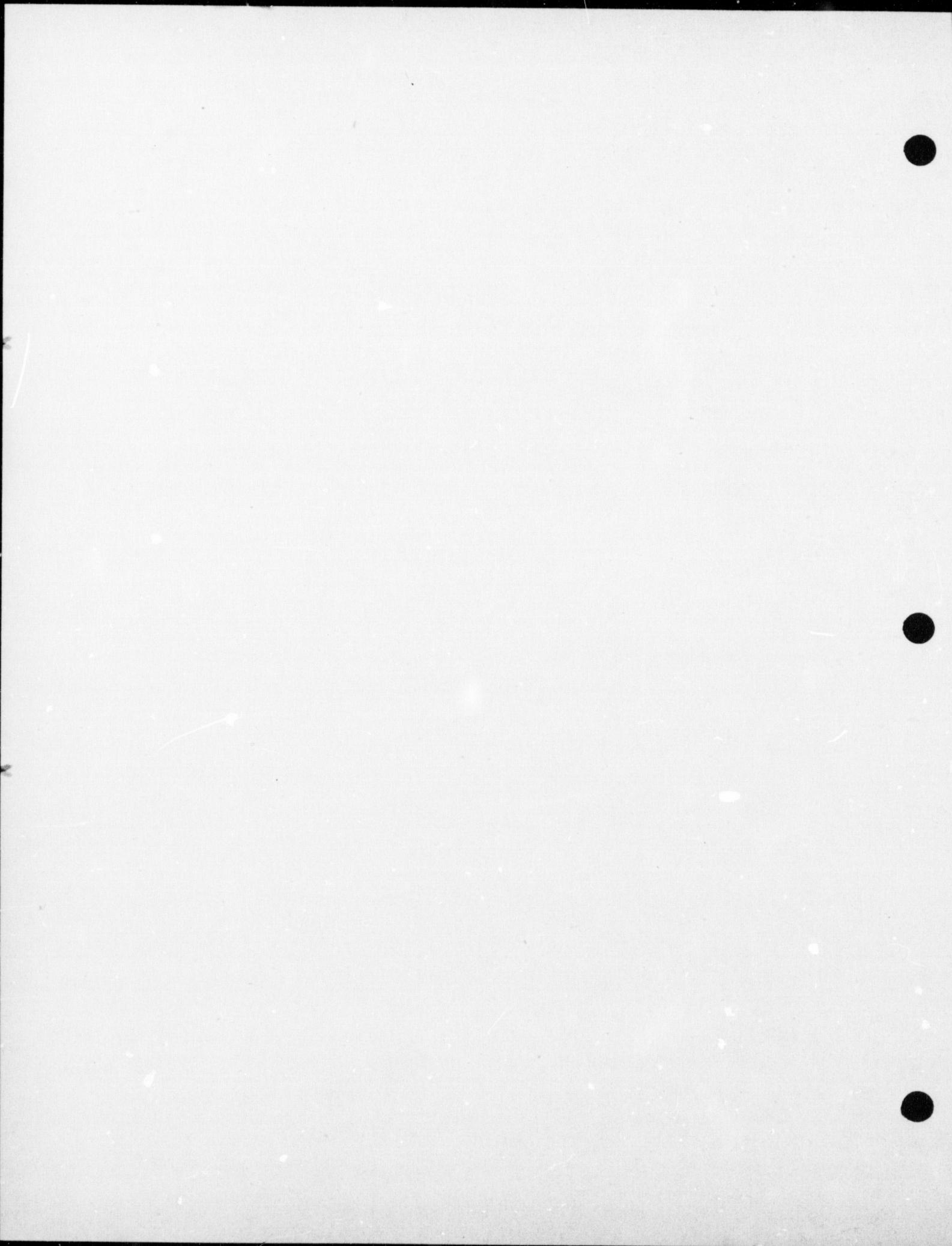
On this 27 day of April, 1974, before
me personally appeared Howard Gravelle to
me personally known who, being by me duly sworn did depose
and say: That he resides in Wellesley, New York;
that he is the President of THE LAWYERS CO-OPERATIVE

PUBLISHING COMPANY, the corporation described in and which
executed to the above Instrument; that he knows the seal of
said corporation; that the seal affixed to said Instrument
is such corporate seal; that it was so affixed by order of
the Board of Directors of said corporation; and that he
signed his name thereto by like order.

John Matule
Notary Public

Marin County, CA
Com. 2/20/75

EXHIBIT D



EMMELYN LOGAN-BALDWIN
ATTORNEY AND COUNSELOR AT LAW
510 POWERS BUILDING
ROCHESTER, NEW YORK 14614
716-232-2292

August 16, 1974

Louis N. Kash, Esquire
Corporation Counsel
City of Rochester
City Hall
Rochester, New York 14614

Re: City Contract With Lawyers Cooperative Publishing Company on Display of Mercury

Dear Mr. Kash:

In accordance with the understanding at our meeting of earlier this week, I forward herewith copies of the pleadings and findings to date in connection with the numerous complaints pending in both New York State and Federal forums and involving allegations of company-wide discrimination against Lawyers Cooperative Publishing Company:

1. Eula Lee Blowers and Genesee Valley Chapter, National Organization for Women v. Lawyers Cooperative Publishing Company et al - (New York State Division of Human Rights basic complaint)
2. Eula Lee Blowers v. Lawyers Cooperative Publishing Company et al - (New York State Division of Human Rights retaliation complaint)
3. Finding of Probable Cause on Complaint in Paragraph One.
4. Finding of Probable Cause on Complaint in Paragraph Two.
5. Eula Lee Blowers, individually, and on behalf of all other persons similarly situated, v. Lawyers Cooperative Publishing Company et al - (Basic complaint in federal court)
6. Loughney and Genesee Valley Chapter, National Organization for Women v. Lawyers Cooperative Publishing Company - (Basic complaint for the New York State Division of Human Rights)

Louis N. Kash, Esquire
Re: City Contract With Lawyers Cooperative Publishing
Company on Display of Mercury
August 16, 1974
Page Two

7. Finding of Probable Cause in Loughney, et al v.
Lawyers Cooperative Publishing Company

8. Loughney and Genesee Valley Chapter of National
Organization for Women v. Lawyers Cooperative Publishing Company -
(Basic federal complaint)

9. Nageotte and Genesee Valley Chapter, National
Organization for Women, et al v. Lawyers Cooperative Publishing
Company - (Basic complaint before the New York State Division of
Human Rights)

10. Finding of Probable Cause by the New York State
Division of Human Rights in Nageotte, et al v. Lawyers Cooperative
Publishing Company

11. Nageotte, et al v. Lawyers Cooperative Publishing
Company - (Basic federal complaint)

As I pointed out in our conversation, all of the complaints
before the New York State Division of Human Rights were investigated
and Lawyers Cooperative Publishing Company has had full opportunity
to respond to the allegations. The New York State Division of
Human Rights found probable cause on each allegation; the Division
initiated conciliation efforts according to the Human Rights Law;
the company rejected conciliation, refusing to consider the first
element of conciliation, the rehiring of Eula Blowers.

The case was ordered for public hearing and scheduled
for public hearing. The company declined to honor a subpoena
issued by the complaining parties. The company sought vacation
of the subpoena in Monroe County Supreme Court. By and large,
their efforts were unsuccessful and the company has now appealed
Judge Boomer's order upholding the subpoena in most respects.

The effect of the Division of Human Rights investigating
and finding probable cause to believe discrimination has occurred,
as alleged, is to place the State of New York in a position of a
party prosecuting the allegations. If the complaining parties
did not have their own attorney, the State of New York would fur-
nish an attorney at this stage to prosecute the allegations.

Louis N. Kash, Esquire
Re: City Contract With Lawyers Cooperative Publishing
Company on Display of Mercury
August 16, 1974
Page Three

When there is an attorney for the complaining parties, the State of New York furnishes an attorney to cooperate with the private attorney in the prosecution of the charges.

The claims now pending in federal court were duly first filed with the Equal Employment Opportunity Commission, pursuant to Title VII of the Civil Rights Act of 1964. Presently, we are engaged in a struggle in federal court to compel the production of the relevant documents in the control of the company which establish the patterns and practice discrimination.

Incidentally, I am enclosing as well a copy of the pleading I filed in the lawsuit which the company filed against numerous federal government defendants in an effort to insure that documents they wanted to suppress on the issues of discrimination did not become available through other sources. Incidentally, in the course of that litigation, documents sought to be suppressed were marked in evidence and Judge Burke rebuffed the company attempt to prevent me, as counsel for my clients, from viewing the documents.

Judge Burke continues his hearing on the question of constituting the class in the federal lawsuit on September 20, 1974.

In a related matter, the complaint of the National Organization for Women to the Office of Federal Contract Compliance that Lawyers Cooperative Publishing Company discriminates and that, therefore, the government ought not do business with the company, the investigation confirmed the allegations of NOW; incidentally, there has been a good bit of testimony in federal court on the investigation. The company was ordered to show cause why its federal contracts should not be terminated. It was only after the company acquiesced in the findings of discrimination and undertook a negotiated program of steps to eliminate that discrimination that the federal contracts were allowed to continue. I am enclosing herewith one of the exhibits which illustrates, in part, what the company agreed to do in order to maintain its relationship with the federal government.

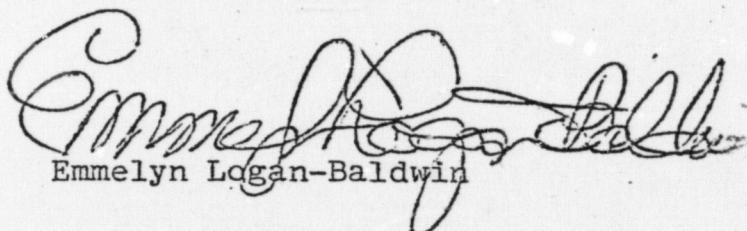
The information furnished is only the barest description of the allegations and the proceedings to date. If you would have any questions or if you would want to see any of the transcripts, documentary evidence, etc., amassed to date, please do not hesitate to contact me.

EMMELYN LOGAN-BALDWIN

40

Louis N. Kash, Esquire
Re: City Contract With Lawyers Cooperative Publishing
Company on Display of Mercury
August 16, 1974
Page Four

Very truly yours,



Emmelyn Logan-Baldwin

ELB:mac
Enclosures
cc: Eula Lee Blowers

P.S. As to the Supreme Court proceeding on the libel, slander,
etc. actions, we are in the middle of court-supervised deposi-
tions of company officials.

EXHIBIT E



City of Rochester NEW YORK

DEPARTMENT OF LAW

46 CITY HALL

ROCHESTER, NEW YORK 14614

(716) 454-4000 Ext. 160

LOUIS N. KASH, Corporation Counsel

August 20, 1974

Emmelyn Logan-Baldwin, Esq.
510 Powers Building
Rochester, New York 14614

Re: City Contract with Lawyers Cooperative Publishing Company
on Display of Mercury

Dear Ms. Logan-Baldwin:

This is to acknowledge receipt of the package of materials you have so kindly provided me in the above-entitled matter. Frankly, the package of materials was much more extensive than I expected and I want you to understand that it will take me some time to get through them. I again give you my word, however, that I will review them all as expeditiously as possible.

Very truly yours,

Louis N. Kash

LNK:kd

EXHIBIT F



GENESEE VALLEY CHAPTER
ROCHESTER, NEW YORK

121 North Fitzhugh Street
September 3, 1974

Mr. Thomas H. Gosnell, President
Lawyers Co-operative Publishing Company
Rochester, New York

Dear Mr. Gosnell:

This is to inform you that members and officers of the Genesee Valley Chapter of the National Organization for Women appeared before the City Council of the City of Rochester on August 13, 1974 at approximately 7:30 p. m. and entered formal complaint to a certain arrangement between the City of Rochester and the Lawyers Co-operative Publishing Company to place the statue Mercury in possession of the Lawyers Co-operative Publishing Company to be placed on its buildings in Rochester.

In view of the many complaints, lawsuits, and determinations of properable cause by the State Division of Human Rights charging the company with unfair discrimination on the basis of sex, race, age, and national origin, the National Organization for Women holds the arrangement between the company and the City of Rochester to be morally reprehensible, illegal, and in contravention of state and federal policy to eliminate unfair discrimination in our country.

Very truly yours,

Sheila Molnar

Dr. Sheila Molnar, co-president

Wanda Helmore

Wanda Helmore, co-president

EXHIBIT G

EXHIBIT G

galley proofs

Volume 4, Number 25/October 31, 1974

"Mercury" ceremonies scheduled for Friday, November 15



't m a beard to qualify for a share in the company's Suggestion Plan, only a keen hods or reduce costs. But it obviously can't and Herb Vande Velde compare "notes" - in wards.

\$225 through

an

the cover making machine results in improved production because the cloth adheres more readily to the covers.

Webster Blood Drive slated for Tuesday, November 19

Employees of the LCP Webster facility will have an op-

The long-awaited resurrection of the statue of Mercury will become a reality on Friday, November 15, according to plans announced last week by LCP President Tom Gosnell. The 21-foot, 700-pound copper figure will be raised to its new pedestal high atop the Aqueduct Building during a noontime ceremony which will include company officials, members of the Rochester city government and other local dignitaries.

All LCP employees and retirees are cordially invited to attend the event, which will be held in the company's Aqueduct Park beginning at 12:00 noon.

Tom Gosnell also announced that an exhibit of sketches of Mercury by famed local artist Ralph Avery will be on display in McCurdy's window in Midtown Plaza during the period of November 4 through 15. This display will honor both Avery and the late Arch Merrill, a newspaperman

Open House Nov. 17

In conjunction with the erection of Mercury, all LCP employees, retirees and their families are cordially invited to a special Open House at the Aqueduct Building on Sunday afternoon, November 17, from 1 to 4 p.m.

and highly respected local historian who long dedicated himself to restoring Mercury once again to a place of prominence on the Rochester skyline.

Mercury, the winged messenger of the gods, surveyed the Rochester scene for 70 years from his lofty perch above the old Kimball Tobacco Company building — later the City Hall Annex — until that structure was razed in 1951 to make way for the Community War Memorial. Since that time, the statue has been stored in dismal isolation at the Rochester Port Authority Warehouse in Charlotte, despite several efforts over the years by various groups or individuals to restore the noted figure to the city's skyline.

In the early spring of this year a feasible solution was found when the City of Rochester and LCP jointly announced an agreement whereby the company would renovate the statue and erect it above the Aqueduct building, overlooking Aqueduct Park.

In June, the figure was removed from the warehouse and taken to the Spring Sheet Metal Company on Clinton Avenue where it has since been undergoing extensive hand-crafted refinishing and restoration work.

EXHIBIT H

NEW YORK STATE : EXECUTIVE DEPARTMENT
DIVISION OF HUMAN RIGHTS

44

EULA LEE BLOWERS AND GENESEE VALLEY CHAPTER, NATIONAL ORGANIZATION FOR WOMEN	:	X
Complainants	:	In all correspondence please refer to:
VS.	:	Case No. VI-CAS-1157-71 CAS-25907-71
THE LAWYERS' COOPERATIVE PUBLISHING COMPANY; ROBERT FIEN, MANAGER OF EDITORIAL DIVISION; AND CHARLES DONNER, MANAGER OF EDITORIAL SERVICES	:	
Respondents	:	X

DETERMINATION AFTER INVESTIGATION

On December 31, 1971, Eula Lee Blowers and Genesee Valley Chapter, National Organization for Women, who is a woman and who is 49 years of age, filed a verified complaint with the State Division of Human Rights charging the above-named respondents with an unlawful discriminatory practice relating to employment because of her age and sex, in violation of the Human Rights Law of the State of New York.

After investigation, the Division of Human Rights has determined that it has jurisdiction in this matter and that there is probable cause to believe that the respondents have engaged in or are engaging in the unlawful discriminatory practice complained of.

Pursuant to Section 297.4.a of the Law, this matter is hereby recommended for public hearing. Parties will be advised of further proceedings.

Dated: July 31, 1972

STATE DIVISION OF HUMAN RIGHTS

By Neal M. Hoffman
Neal M. Hoffman, Regional Director

P-25 JAF EV

VI-CS-1392-72;CS-27402-72
DETERMINATION AFTER INVESTIGATION

Copies to:

EULA LEE BLOWERS
50 Joanne Drive
Rochester, New York 14616

COMPLAINANT

EMMELYN LOGAN-BALDWIN, ESQ.
700 Reynolds Arcade Building
Rochester, New York 14614

ATTORNEY FOR COMPLAINANT

LAWYERS COOPERATIVE PUBLISHING COMPANY
Aqueduct Building, Aqueduct Street
Rochester, New York 14603

RESPONDENT

TRUMAN G. SEARLE, ESQ.
NIKON, HARGRAVE, DEVANS & DOYLE
One Exchange Street
Rochester, New York 14614

ATTORNEY FOR RESPONDENT

NEW YORK STATE : EXECUTIVE DEPARTMENT
DIVISION OF HUMAN RIGHTS

COMPLAINANTS

PATRICIA A. LOUGHNEY
61 Dewey Avenue
Fairport, New York 14450

and

GENESEE VALLEY CHAPTER OF THE
NATIONAL ORGANIZATION FOR WOMEN
369 Parsells Avenue
Rochester, New York 14609

Case Nos. VI-CSM-1367-72
CSN-27268-72

-against-

LAWYERS COOPERATIVE PUBLISHING COMPANY
Aqueduct Building, Aqueduct Street
Rochester, New York 14603

RESPONDENT.

DETERMINATION AFTER INVESTIGATION

On June 12, 1972, the aforesigned complainants, filed a verified complaint with the State Division of Human Rights charging the above-named respondent with an unlawful discriminatory practice relating to employment, because of their race, national origin and sex, in violation of the Human Rights Law of the State of New York.

b1

After investigation, the Division of Human Rights has determined that it has jurisdiction in this matter and that there is probable cause to believe that the respondent engaged in or is engaging in the unlawful discriminatory practice complained of.

Pursuant to the Human Rights Law, this matter is recommended for public hearing. Parties will be advised of further proceedings.

Dated: December 22, 1972

STATE DIVISION OF HUMAN RIGHTS

P-26 *JH* By Edward D. Lynch
EDWARD D. LYNCH
REGIONAL DIRECTOR
EV *KSP*
By K. Stephen Parnelee
K. STEPHEN PARNELEE
SR. FIELD REPRESENTATIVE

EDL:KSP:mm

VI-CSN-1367-72; CSN-27268-72
DETERMINATION AFTER INVESTIGATION

Copies to:

PATRICIA A. LOUGHNEY
61 Dewey Avenue
Fairport, New York 14450

COMPLAINANT

GENESEE VALLEY CHAPTER OF THE
NATIONAL ORGANIZATION FOR WOMEN
349 Parsells Avenue
Rochester, New York 14609
Attention: Ms. Jane Selman,
as President

COMPLAINANT

EMELYN LOGAN-BALDWIN, ESQ.
700 Reynolds Arcade Building
Rochester, New York 14614

ATTORNEY FOR COMPLAINANTS

THE LAWYERS COOPERATIVE PUBLISHING COMPANY
Aqueduct Building, Aqueduct Street
Rochester, New York 14603
Attention: Mr. Donald S. Bennett,
Director of Personnel

RESPONDENT

TRUMAN G. SEARLE, ESQ.
NIXON, HARGRAVE, DEVANS & DOYLE
Attorneys-at-Law
One Exchange Street
Rochester, New York 14614

ATTORNEY FOR RESPONDENT

NEW YORK STATE : EXECUTIVE DEPARTMENT
DIVISION OF HUMAN RIGHTS

COMPLAINTANTS

MARY MAGEOTTE
125 Falmouth Street
Rochester, New York 14615

VINCENZA LINDA GRICE
110 Avis Street
Rochester, New York 14615

PASCHA BAKER
17 Alexis Street
Rochester, New York 14609

JANE DRISCOLL
141 Sethland Drive
Rochester, New York 14617

PAT PRUSAK
1180 Ridge Road East
Rochester, New York 14621

ELLEN MICHELS
101 Warrington Drive
Rochester, New York 14618

ELIZABETH ARES
75 Lored Road
Victor, New York 14564

Case Nos. VI-CSN-1331-72
CSN-27040-72

MARGRET MOULTON
691 East Main Street
Rochester, New York 14605

50

BEVERLY NEATROUR
23 Birch Crescent
Rochester, New York 14607

VIRGINIA SWEENEY
158 Nunda Boulevard
Rochester, New York 14610

and

GENESEE VALLEY CHAPTER OF THE
NATIONAL ORGANIZATION FOR WOMEN
349 Parsells Avenue
Rochester, New York 14609

-against-

THE LAWYERS COOPERATIVE PUBLISHING COMPANY
Aqueduct Building, Aequeduct Street
Rochester, New York 14603

RESPONDENT.

DETERMINATION AFTER INVESTIGATION

P-27 Jctv

VI-CSN-1331-72; CSN-27040-72
DETERMINATION AFTER INVESTIGATION

On May 23, 1972, the aforesigned complainants, filed a verified complaint with the State Division of Human Rights charging the above-named respondent with an unlawful discriminatory practice relating to employment, because of their race, national origin and sex, in violation of the Human Rights Law of the State of New York.

After investigation, the Division of Human Rights has determined that it has jurisdiction in this matter and that there is probable cause to believe that the respondent engaged in or is engaging in the unlawful discriminatory practice complained of.

Pursuant to the Human Rights Law, this matter is recommended for public hearing. Parties will be advised of further proceedings.

Dated: December 22, 1972

STATE DIVISION OF HUMAN RIGHTS

By Edward D. Lynch
EDWARD D. LYNCH
REGIONAL DIRECTOR

By K. Stephen Pardee
K. STEPHEN PARDEE
SR. FIELD REPRESENTATIVE

EDL:KSP:mm

Copies to:

MARY NAGEOTTE
125 Falmouth Street
Rochester, New York 14615

COMPLAINANT

52

VINCENZA LINDA GRICE
110 Avis Street
Rochester, New York 14615

COMPLAINANT

PASCHA BAKER
17 Alexis Street
Rochester, New York 14609

COMPLAINANT

JANE DRISCOLL
141 Sethland Drive
Rochester, New York 14617

COMPLAINANT

PAT PRUSAK
1180 Ridge Road East
Rochester, New York 14621

COMPLAINANT

ELLEN MICHELSON
101 Warrington Drive
Rochester, New York 14618

COMPLAINANT

ELIZABETH ARES
75 Lored Road
Victor, New York 14564

COMPLAINANT

MARGRET MOULTON
691 East Main Street
Rochester, New York 14605

COMPLAINANT

BEVERLY MEATOUR
23 Birch Crescent
Rochester, New York 14607

COMPLAINANT

VIRGINIA SWEENEY
153 Nunda Boulevard
Rochester, New York

COMPLAINANT

GENESEE VALLEY CHAPTER OF THE
NATIONAL ORGANIZATION FOR WOMEN
349 Parsells Avenue
Rochester, New York 14609
Attention: Ms. Jane Selman,
as President

COMPLAINANT

VI-CSN-1331-72;CSN-27040-72
DETERMINATION AFTER INVESTIGATION

Copies to:

EMMELYN LOGAN-BALDWIN, ESQ.
700 Reynolds Arcade Building
Rochester, New York 14614

ATTORNEY FOR COMPLAINANTS

THE LAWYERS COOPERATIVE PUBLISHING COMPANY
Aqueduct Building, Aqueduct Street
Rochester, New York 14603
Attention: Mr. Donald S. Bennett,
Director of Personnel

RESPONDENT

TRUMAN C. SEARLE, ESQ.
NIXON, HARGRAVE, DEVANS & DOYLE
Attorneys-at-Law
One Exchange Street
Rochester, New York 14614

ATTORNEY FOR RESPONDENT

NEW YORK STATE : EXECUTIVE DEPARTMENT
DIVISION OF HUMAN RIGHTS

54

COMPLAINANT

EULA BLOWERS

-against-

LAWYERS COOPERATIVE PUBLISHING COMPANY

RESPONDENT.

Case Nos. VI-CS-1392-72
CS-27402-72

DETERMINATION AFTER INVESTIGATION

On June 30, 1972, EULA BLOWERS, a former complainant, filed a verified complaint with the State Division of Human Rights charging the above-named respondent with an unlawful discriminatory practice (by retaliating against her because of the filing of a prior complaint against respondent with the State Division of Human Rights) relating to employment, in violation of the Human Rights Law of the State of New York.

After investigation, the Division of Human Rights has determined that it has jurisdiction in this matter and that there is probable cause to believe that the respondent engaged in or is engaging in the unlawful discriminatory practice complained of.

Pursuant to the Human Rights Law, this matter is recommended for public hearing. Parties will be advised of further proceedings.

Dated: December 22, 1972

STATE DIVISION OF HUMAN RIGHTS

By Edward D. Lynch
EDWARD D. LYNCH
REGIONAL DIRECTOR

By K. Stephen Pardee
K. STEPHEN PARDEE
SR. FIELD REPRESENTATIVE

EDL:KSP:mm

VI-CS-1392-72;CS-27402-72
DETERMINATION AFTER INVESTIGATION

Copies to:

EULA LEE BLOWERS
50 Joanne Drive
Rochester, New York 14616

COMPLAINANT

EMELYNN LOGAN-BALDWIN, ESQ.
700 Reynolds Arcade Building
Rochester, New York 14614

ATTORNEY FOR COMPLAINANT

LAWYERS COOPERATIVE PUBLISHING COMPANY
Aqueduct Building, Aqueduct Street
Rochester, New York 14603

RESPONDENT

TRUMAN G. SEARLE, ESQ.
NIKON, HARGRAVE, DEVANS & DOYLE
One Exchange Street
Rochester, New York 14614

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NEW YORK

EULA LEE BLOWERS, individually and on behalf of all other persons similarly situated,)
Plaintiff,)
and) Civil Action
EQUAL EMPLOYMENT OPPORTUNITY) No. 1973-47
COMMISSION,)
Applicant for Intervention,) CERTIFICATE
-vs-)
LAWYERS COOPERATIVE PUBLISHING)
COMPANY, INC.,)
Defendant.)

The U.S. Equal Employment Opportunity Commission has authorized the undersigned, General Counsel of the Commission, to certify to the Court that the Commission has determined this action to be of general public importance in accordance with the provisions of Section 706(f)(1) of Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, 42 U.S.C. Section 2000e-5(f)(1) (Supp. II, 1972).

William A. Carey
WILLIAM A. CAREY
General Counsel

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NEW YORKEULA LEE BLOWERS, individually and on
behalf of all other persons similarly
situated,

Plaintiff,

and

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff-Intervenor,

-vs-

LAWYERS COOPERATIVE PUBLISHING
COMPANY, INC.

Defendant.

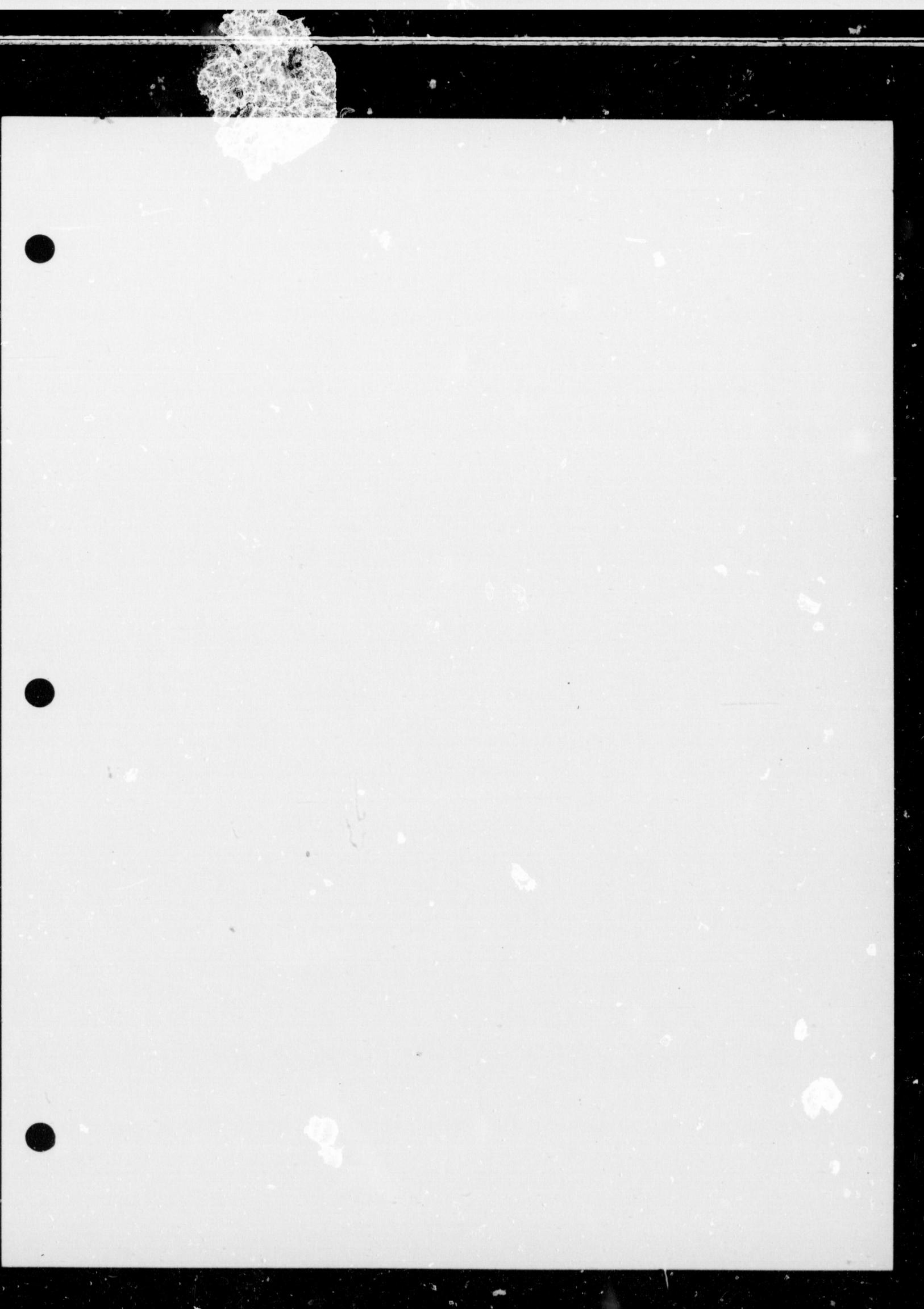
Civil Action

No. 1973-47

INTERVENOR'S
COMPLAINTJURISDICTION AND VENUE

1. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. Sections 451, 1343, and 1345. This is an action authorized and instituted pursuant to Sections 705(g)(6) and 706(f)(1) and (3) and (g) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e, et seq. (Supp. II, 1972), (hereinafter referred to as "Title VII").

2. The unlawful employment practices alleged below were and are now being committed within the State of New York and the Western Judicial District of New York.



598. Pursuant to Plaintiff's request, the Commission advised her by letter that she was entitled to institute a civil action in the appropriate United States District Court within ninety (90) days of the receipt of said letters. This action was instituted within that time period.

STATEMENT OF CLAIM

9. Since at least July 2, 1965 and continuously until the present time, the Company has intentionally engaged in unlawful employment practices at its Rochester and Webster, New York facilities, in violation of Section 703(a) of Title VII, which include but are not limited to the following:

- a. maintaining a system of recruitment and hiring which discriminates against women because of their sex;
- b. maintaining a system of job classification and assignment which discriminates against women because of their sex;
- c. failing to transfer and promote female employees because of their sex;
- d. conducting training and apprenticeship programs which discriminate against women because of their sex;
- e. discriminating against female employees with respect to their compensation because of their sex;
- f. discriminating against female employees because of their sex with respect to maternity leave and other employee fringe benefits;
- g. discriminating against female employees because of their sex with respect to terms and conditions of employment, including but not limited to harassment, intimidation and discipline.

10. Since at least July 2, 1965 and continuously until 60

the present time, the Company has intentionally engaged in unlawful employment practices at its Rochester and Webster facilities in New York, in violation of Section 704(a) of Title VII, which include but are not limited to the following:

- a. unlawfully discharging plaintiff

Eula Lee Blowers for opposing discriminatory company policies and practices, and for refusing to take action against her female subordinates who opposed such discriminatory policies;

- b. retaliating against plaintiff Blowers by various means of harassment and intimidation because she opposed discriminatory company policies and filed charges of sex discrimination;

- c. conducting a policy of intimidation and harassment against female employees in retaliation for their opposing discriminatory company policies and practices;

- d. discriminating against employees because they opposed practices made unlawful by Title VII or because they made a charge, testified or participated in any manner in an investigation, proceeding or hearing under Title VII.

PRAYER FOR RELIEF

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WHEREFORE, The Commission respectfully prays that this Court:

- A. Grant a permanent injunction enjoining Defendant, its officers, agents, employees, successors, assigns and all persons in active concert or participation with it from
 1. Engaging in any employment practice which discriminates because of sex; and
 2. Engaging in any employment practice which retaliates or discriminates against employees or applicants for employment because they oppose practices made unlawful by Title VII or because they make a charge, testify, assist, or participate in any manner in an investigation, proceeding, or hearing under Title VII.
- B. Order Defendant to institute and carry out policies, practices and affirmative action programs which provide equal employment opportunities for women and which eradicate the effects of Defendant's past and present unlawful employment practices.
- C. Order Defendant to make whole those persons adversely affected by the unlawful employment practices described above, by providing appropriate back pay with interest, in an amount to be proved at trial and other affirmative relief necessary to eradicate the effects of Defendant's unlawful employment practices.
- D. Grant such further relief as the Court deems necessary and proper.
- E. Award the Commission its costs in this action.

Respectfully submitted,

WILLIAM A. CAREY
General Counsel

WILLIAM L. ROBINSON
Associate General Counsel

ROBERT V. ROMBERG
Assistant General Counsel

RICHARD B. SLOSERG
Supervisory Trial Attorney

Charlyn J. Buss
CHARLYN J. BUSS

Trial Attorney

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
1206 New Hampshire Avenue, N. W.
Washington, D.C. 20506
(202) 343-8715

Kenneth M. Davidson
District Counsel
Equal Employment
Opportunity Commission
One W. Genesee Street,
Room 1020
Buffalo, New York 14202

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Motion, Memorandum of Points and Authorities in support thereof, Intervenor's proposed Complaint, and Certification were mailed postage prepaid, registered mail to the following counsel of record on the 22nd day of October, 1974.

John B. McCrory, Esq.
Nixon, Hargrave, Devans & Doyle
Lincoln First Tower
Rochester, New York 14604

Emmelyn Logan - Baldwin
Powers Building, Room 510
16 Main Street West
Rochester, New York 14607

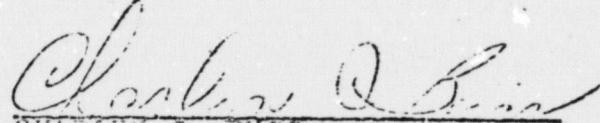

Charlyn J. Buss
Trial Attorney
Litigation Services Branch
Equal Employment Opportunity
Commission

EXHIBIT J



STATE OF NEW YORK

Executive Department

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P-1 JHE
DIVISION OF HUMAN RIGHTS

INTER-OFFICE MEMORANDUM

To: Neal Hoffman, Regional Director of Syracuse Office Rochester
Regional Office

From: K. Stephen Parmelae, Sr. Field Representative Date 3/1/72

Subject: BLOWERS VS. LAWYERS COOPERATIVE
PUBLISHING COMPANY

Case No. VI-CAS-1157-71
CAS-25907-71

ADDITIONAL INFORMATION

On Tuesday, February 29, 1972, Mr. Neal Hoffman and Mr. K. Stephen Parmelae met with Mr. Millard Rutherford, Contract Relations Specialist, Department of Defense, Office of Contracts Compliance. Mr. Rutherford's office is located at 317 Child Street, Rochester, New York (323-7670, extension 146).

Mr. Rutherford reviewed with us in a summary fashion some of his statistics and observations which resulted from his review of the respondent company. The following are some of the points listed by Mr. Rutherford during our conversation:

1. The corporate headquarters has 460 employees, 213 of whom are female. Thirty-one of the 460 employees are minorities.
2. The Webster installation has 393 employees, 154 of whom are female. Twenty of the 393 employees are minorities.
3. Among the all-female departments are Advance Reading, Transcribing, Clerical-Editorial, Testing, Citation Testing, Order Processing, Customer Records, Collection, Schedule and Control, Accounting. These departments have lower job classifications and lower salary rates. Male candidates have applied for positions in these departments but have not been hired.
4. The higher salary grades are 11-13. There are 125 employees in these higher salary grades. Twenty-four are females and six are minorities.
5. The lower salary grades are grades 2-7. There are 212 employees in these lower salary grades, 192 (or 90.6 percent) of whom are female.
6. No women or minorities hold managerial jobs.
7. There are no minority supervisors or minority foremen.
8. There are 6 female supervisors, and they are in grades 11-13. There are 4 female supervisors in grade 11, whereas there is one male supervisor in grade 11. There are 2 female supervisors in grade 13, whereas there are 3 male supervisors in grade 13.



9. Grade 11 is the entering level supervising position. Women supervisors are supervising in Customer Service, Testing, Transcription, Payroll, Servicing and Collecting.
10. Within the corporate headquarters, there are 236 exempt employees, 12 of whom are female and 8 of whom are minorities.
11. Within the Webster facility there are 54 exempt employees, 2 of whom are female and one of whom are minority.
12. Within the Webster facility there are numerous departments which have male employees in the higher pay job classifications. As a result of this, the lines of progression for the female employees are limited.
13. Female employees are hired into into some classifications started at lower salary rates than male employees within the Webster facility.
14. Within the Webster facility, women are classified as folders and men are classified as folder set-up.
15. Within the Webster facility, women are classified as gatherers and male are classified as gatherer set-up and receive a higher rate of pay.
16. Employee benefits are based upon the percentage of earning for each of service (i.e., 3/4% of the first \$4,800 for each year plus 1 1/2% of each of \$4,800.00).
17. Concerning disability, there is a supplement of 60 percent to 100 percent of New York State payment for non-exempt employees for six months. There is 100 percent paid indefinitely for exempt employees after New York State pay is discontinued.
18. Majority of females in Advance Reader classification possess college though their job description is classified as clerical. EEO-I classified the job as professional.
19. In the Correspondence Department, six of the 12 employees are female.
20. Women have been systematically eliminated from certain job classifications because of discrepancies in selection and placement patterns. Job requisitions have expressed a preference for male-females for certain jobs.
21. Women are eliminated from apprenticeship training and only participate in the Tuition Refund Assistance Program. There have been no efforts to include women in the Apprenticeship Training Program.
22. Within the Webster facility, in the assembly part, there are 21 males of whom one is a minority.
23. Within the Webster facility, there are 4 males in the make-up section.

24. Within the Webster facility, there are 53 females in the Proof Room, one male, and 2 minorities.

25. Within the Webster Facility, there are 23 males, one female, and no minorities within the Cylinder Press Room.

26. Within the Webster facility, there are 4 females, 3 males and no minorities in the folding area. The males and females have different job classifications.

27. Within the Webster facility, there are 17 females, 6 males, and 4 minorities in the gathering area. Males are paid more than females in similar jobs.

28. Within the Webster facility, there are 3 minority apprentices.

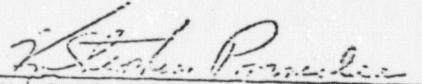
29. Within the Webster facility, off-set print making, all male and only 3 minorities.

30. Within the Webster facility, in the Collecting area, there are 24 females, 6 males and 6 minorities.

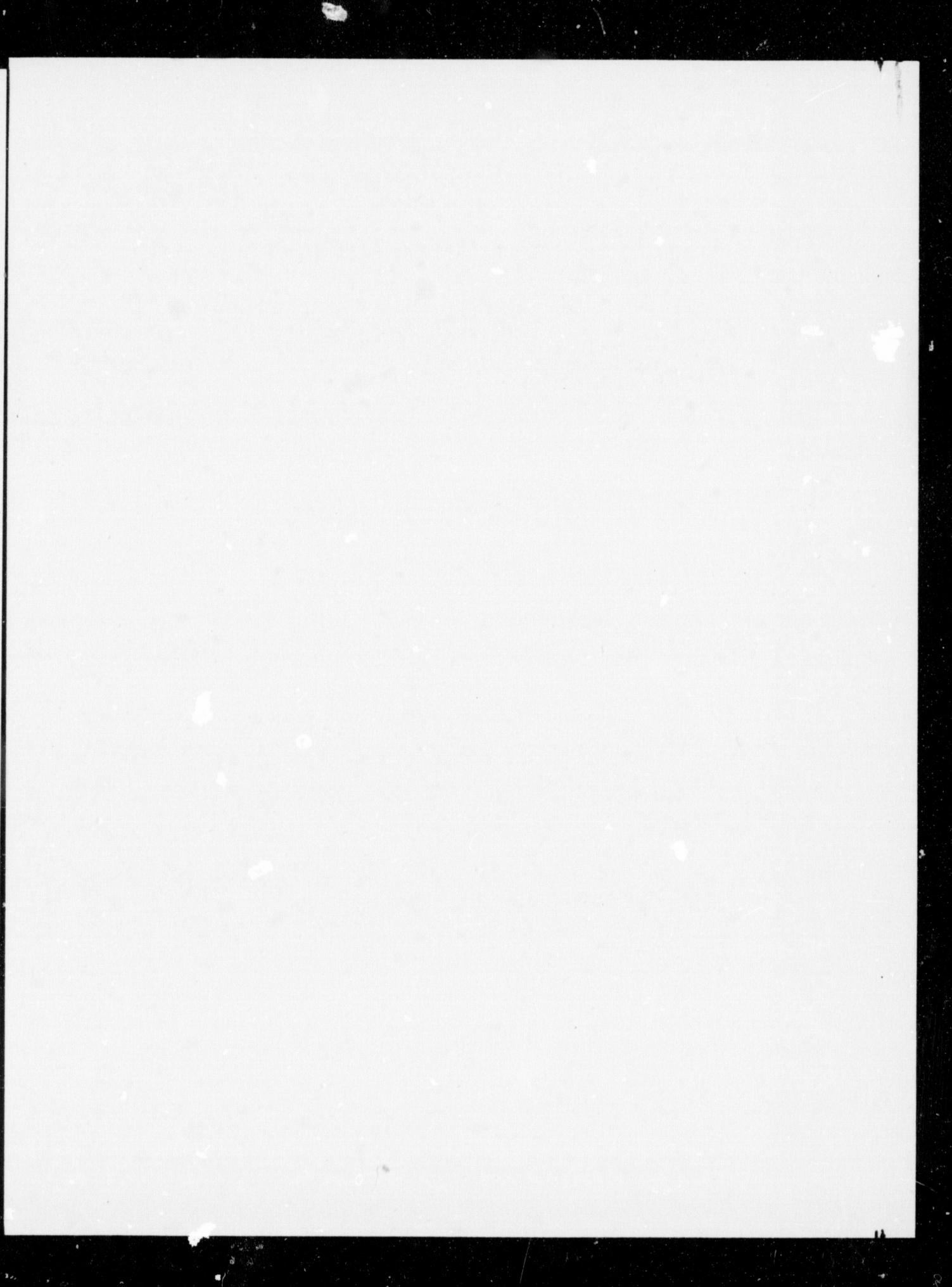
31. Within the Webster facility, Shipping area, there are 7 females, 13 males, and no minorities. Males receive higher pay.

32. In the Webster facility, C&T area, male employees who were formerly lino-type printer operators with seniority dating back to 1933 are retained and "red circled". The females' seniority date from 1970-1971.

Mr. Rutherford will attempt to obtain permission from his chief to permit Division representatives to review the Compliance Review report which he is in the process of preparing. Mr. Rutherford has subsequently notified the Office that the report is confidential and can only be made available to representatives of the Division.


K. STEPHEN PARMELEE
Senior Field Representative

KSP:am
Field Rep.
Case Control



Q And state for our information the date of that review?

A The review ran through the 25th and 26th of January, through 15 and 16 February, through the 8th of March, 1972.

Q Directing your attention to that Exhibit, P-29, to the page entitled "Narrative Summary," and which appears to be Page 1 and then Page 2 and 3 of that Narrative Summary, would you read that, please?

A (Reading): "Contractor, a publishing and printing company, employs 883 persons in two facilities, of whom 61 are minority group members, 378 are female.

"Corporate offices employ 480 persons, including 215 females and 41 minority individuals. The Manufacturing Unit located in Webster, New York, about twelve miles from corporate headquarters, employs 403 persons, of whom 163 are identified female and 20 identified as minority group persons.

"There are five departments which have only male employees and one department with all females in the Webster plant.

"Eight departments in the corporate headquarters have all female employees, and three departments with all male employees.

"Contractor admits that such classifications are

not limited to male or female employees and does not have an occupational exemption to exclude women or men from such departments and classifications.

"An analysis of job classifications within the various departments show that such positions held by women are in the lower salary grade; while male employees hold the higher salary grade positions.

"In the Rochester Office only 23 women hold positions in salary grades 11 through 13 out of 125 persons in these classifications -- 6 are minority group persons.

"The Webster plant employs only 9 females in these salary grade ranges; 4 are identified as minority group persons.

"Females occupy ninety per cent of the jobs in salary grades 2 through 7 in the Corporate Headquarters out of 212 positions. In the Webster plant 152 of the female employees are in salary grades 2 through 7.

"There are no female managers. Women hold supervisory positions in departments where females are concentrated, such as:

"1. Customer Services. 2. Testing. 3. Transcribing. 4. Payroll. 5. Editorial-Clerical.
6. Collection. 7. Schedule and Control.

"No minority group persons are found in management or supervisory positions. Female supervisors are found in salary grades 11 through 13 as compared to one male in grade 11 and 6 males in grade 13.

"Out of 290 exempt classifications, females hold eighteen positions, while 8 minority persons were found in these positions in both Contractor facilities.

"Women have been excluded from the Apprenticeship Program.

"The codifier classification is new and established in the Webster plant. Last year due to a conversion to a computerized system, the men being retrained are highly skilled printers and linotype operators that were phased out of their other jobs. They retained their rates of pay from former job classifications. There are three females in the codifier classification and men are also classified CST operators. These male employees have seniority dates with the company from 1933, '38, '41, '43, '45, '50, '52, '53 and '54. Female codifiers were hired in 1970 and 1971.

"The male employees performed the normal operations of the codifier job, which is now computerized.

"In all cases the majority of female employees in

a given department hold the lower-rated job classifications and their line of progression into the higher rate job has been restricted.

"Records show that male employees are hired directly into Shipping Clerk A positions while females have never progressed to the "A" Level. Females hired only into the "B" classification. There are no female bindery workers.

"Records examination revealed that most women in the Advance Reader classification have college degrees or the equivalent experience. The job is classified as clerical on the position description. The job is not properly classified. A comparison was made of the Advance Reader job and the Correspondent position. The reviewer finds that the skills responsibility and qualifications for the job Advance Reader is similar and are greater than that of a Correspondent. However, the pay for the job is three steps lower than the Correspondent position. There are five females and one minority in the Correspondent classification out of twelve persons. There are no male employees in the Advance Reader classification.

"The reviewer found requisitions specifying a

preference for job based on sex submitted by managers and supervisors of departments.

"Since female employees had traditionally been placed into clerical-type positions or the lower rated positions, their progression and advancement to higher rated positions had been limited. Selection and placement practice has systematically placed women into jobs in the lower pay range and, therefore, created ghetto departments.

"Job opportunities for advancement had not been posted or announced to the work force to insure equal opportunity for women to be considered. A lack of such procedures has limited female advancement.

"There is no discrepancy found in the employee benefits, disability and retirement programs. These areas have equal benefits for persons in the exempt and non-exempt classifications. There is no distinction made on the basis of sex.

"The reviewer has determined that females have been denied equal opportunity and excluded from higher job classifications because of sex. They have consistently been placed in the lower salary jobs. Contractor has violated the Equal Opportunity provisions and --"

ICP

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THE LAWYERS
CO-OPERATIVE
PUBLISHING CO.

Rochester, New York 14603

Donald S. Bennett
Director of Personnel

re: DCRB-B

P-6 JHE

June 13, 1972

M. W. Harris
Captain, SC, USN
Commander
Defense Supply Agency
Defense Contract Administration Services
Region, Boston
666 Summer Street
Boston, Massachusetts 02210

Dear Captain Harris:

Your letter to Mr. Gosnell dated 8 June 1972 was received Monday, 12 June 1972.

The following is submitted in response to each of the eight items indicated in your letter, and as an amendment to our AAP, and which we believe will be reason for you to withdraw your show cause letter.

1. A list of employees in the affected class departments and job classifications is being submitted, with a copy of this letter, to the Rochester office, including employee number, name, job classification and seniority date. (This will be a current list, since a similar list provided to Mr. Rutherford previously is now probably three or four months old.) This list reflects my understanding of your definition of "affected class" - namely where there are departments or job classifications made up of females or minorities only.
2. An employee can be offered an opportunity to accept or reject a transfer to another department or job classification at least three or four times. As

EXHIBIT I

Captain Harris

June 13, 1972

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you agreed on the telephone, if this procedure is abused then of course we would so document it and that employee may have no further chances to transfer.

3. As we provided to Mr. Rutherford on March 8, 1972, and as included in Mr. Gosnell's letter to you dated May 12, 1972, page 2, first paragraph, and Exhibit 'A' of that , "Prerequisites and qualifications for persons transferring out of affected class departments will not be different or higher than those of the least qualified person classified in the new job classification." As we discussed on the telephone, we always seek the best qualified people, and as a result sometimes we obtain overqualified people. As you indicated we would not be penalized for this as long as the written prerequisites and qualifications are realistic and valid.
4. This company will identify, by declaration, male and female and minority applicants and/or employees who refuse jobs. They will be designated by employee number, name and date of job offer and refusal. You indicated "declaration" to mean a signed statement. You also stated that should we not be able to obtain the signature of an applicant or employee who refuses an offer that we should so document same for the record.
5. All persons who transfer from the affected class into other departments will be "flagged" in order to watch their progress. ("Red circled" to us refers to a rate of pay that for some reason is in excess of a range maximum.)
6. Job standards and requirements will be validated to insure non-discrimination. In this regard, this company has engaged the management consulting firm of Haskins and Sells to review and audit, and rewrite where necessary, all of our position descriptions including job prerequisites, to insure that we are on a current and non-discriminatory basis. "Validate" here is in accordance with the definition you gave me - it means to verify, or confirm that the duties and prerequisites stated in each position description are current and accurate.

Captai Harris

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June 13, 1972

7. Each step taken to eliminate the problem of the affected class will be documented.
8. This company will submit monthly progress reports to the Rochester office as we have been doing for the last few months. As you stated you will request the Rochester office to send copies to you as you desire. These reports will indicate progress and remedial action being taken for the affected class employees.

Although Mr. Gosnell is out of town and unable to sign this letter, the undersigned has the authority to sign on behalf of Mr. Gosnell in re this matter.

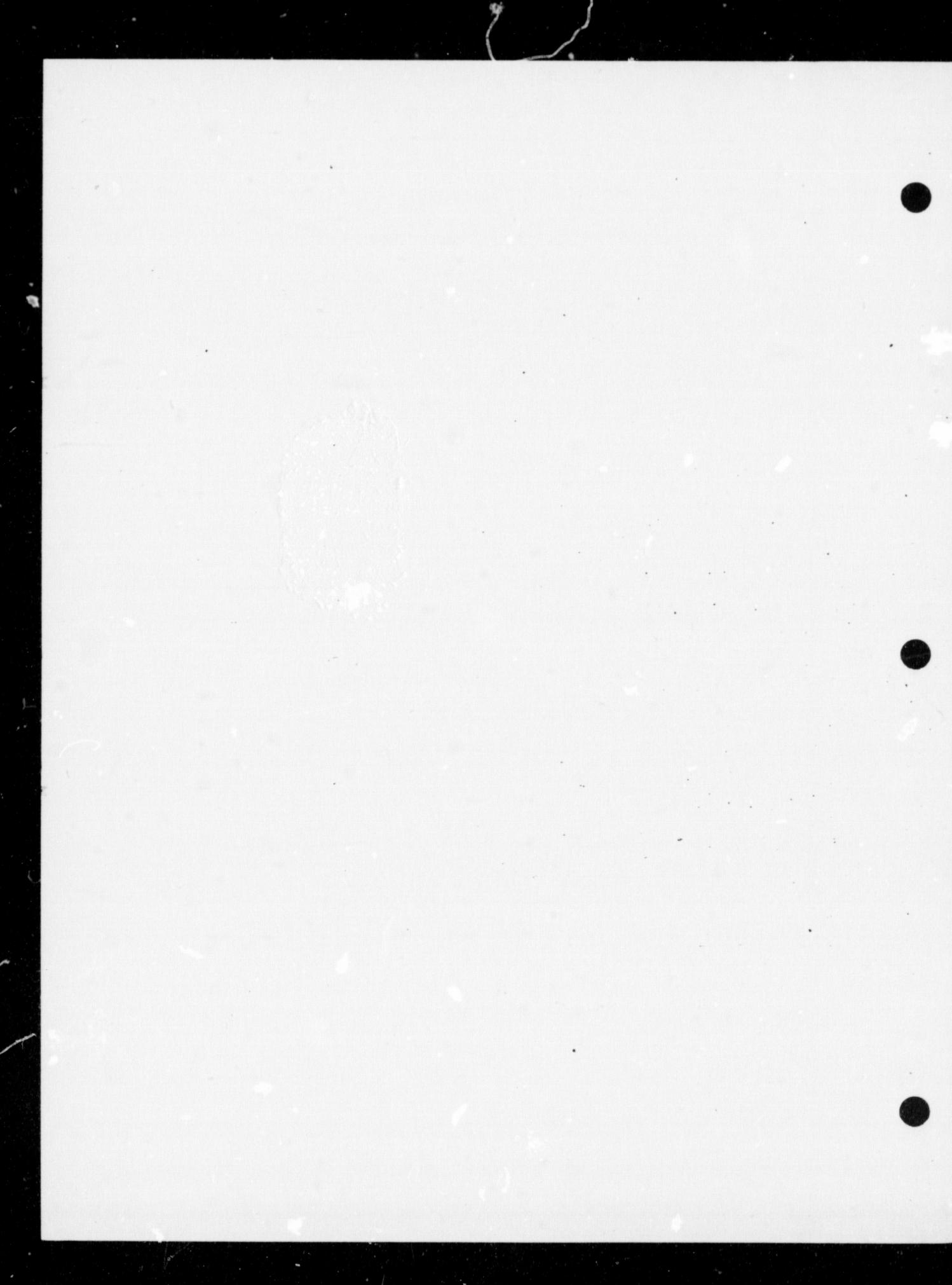
Sincerely,



Donald S. Bennett

SB/sli

cc: Mr. M. Rutherford



UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NEW YORK

GENESEE VALLEY CHAPTER OF THE NATIONAL
ORGANIZATION FOR WOMEN
121 North Fitzhugh Street
Rochester, New York 14614

EULA LEE BLOWERS
50 Joanne Drive
Rochester, New York 14616

Plaintiffs

-v-

ELISHA C. FREEDMAN, individually, and as
City Manager of the City of Rochester
City Hall
Rochester, New York 14614

* ORDER TO SHOW

* CAUSE

THOMAS P. RYAN, JR., individually, and as
Mayor of the City of Rochester
1000 Crossroads Office Building
Rochester, New York 14614

Civ. 74-522

THOMAS GOSNELL, individually, and as
President of Lawyers Cooperative Publishing
Company
1 Aqueduct Street
Rochester, New York 14614

LAWYERS COOPERATIVE PUBLISHING COMPANY, INC.
1 Aqueduct Street
Rochester, New York 14614

Defendants

Upon the verified complaint herein, and the attached affidavit of Wanda Helmore, co-president, Genesee Valley Chapter, National Organization For Women, and Eula Lee Blowers, it is ordered that *at the U.S. Court House, Rochester,* the defendants show cause before this court *on November 11, 1974 at* 10:00 a.m. or as soon thereafter as counsel may be heard why this court should not grant the following relief:

1. A preliminary injunction restraining and enjoining the defendants, and each of them, and their successors in office, agents, servants, and all employees and others acting in concert with them or for them from performing any act or taking any further action to perform the lease-contract agreement for the display of Mercury statue, including, without intending to limit, any further work on the statue itself or any further work on the location or site for the placement of the statue until such time as the employment discrimination complaints, Eula Lee Blowers, individually, and on behalf of all other persons similarly situated v. Lawyers Cooperative Publishing Company, Inc., et al, Loughney and N.O.W. v. Lawyers Cooperative Publishing Company, Inc., Nageotte and N.O.W., et al v. Lawyers Cooperative Publishing Company, pending before this court or the New York State Division of Human Rights, are settled or are fully litigated and defendant Lawyers Cooperative Publishing Company is in full compliance with laws against employment discrimination and any lease-contract agreement is executed pursuant to the requirements of law.

2. Setting this matter for hearing for a permanent injunction enjoining the defendants, and each of them, and their successors in office, agents, servants, and all employees or others acting in concert with them or for them from the acts described in the preceding paragraph.

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~~ORDERED that in the meantime and until determination of the motion for preliminary injunction brought on by this show cause order, and an entry of an order thereon, pursuant to Rule 65, Federal Rules of Civil Procedure, defendants, and each of them, and their successors in office, agents, servants, and all employees and others acting in concert with or for them are restrained from performing any act or taking any further action to perform the lease-contract agreement for the display of Mercury statue, including, without intending to limit, any further work on the statue itself or any further work on the location or site for the placement of the statue until such time as the employment discrimination complaints, Eula Lee Blowers, individually, and on behalf of all other persons similarly situated v. Lawyers Cooperative Publishing Company, Inc., et al, Loughney and N.O.W. v. Lawyers Cooperative Publishing Company, Inc., Nageotte and N.O.W., et al v. Lawyers Cooperative Publishing Company, pending before this court or the New York State Division of Human Rights, are settled or are fully litigated and defendant Lawyers Cooperative Publishing Company is in full compliance with laws against employment discrimination and any lease-contract agreement is executed pursuant to the requirements of law.~~

IT IS FURTHER ORDERED that service of this order to show cause and attached affidavit, the summons and complaint herein shall be made by ~~a person designated by plaintiffs' counsel~~ ^{David F. Probst} on the defendants on or before November 7, 1974, at p.m.

s/ Harold P. Burke
HAROLD P. BURKE, DISTRICT JUDGE

Nov. 7, 1974

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NEW YORK

GENESEE VALLEY CHAPTER OF THE NATIONAL
ORGANIZATION FOR WOMEN
121 North Fitzhugh Street
Rochester, New York 14614

EULA LEE BLOWERS
50 Joanne Drive
Rochester, New York 14616

Plaintiffs

-v-

ELISHA C. FREEDMAN, individually, and as
City Manager of the City of Rochester
City Hall
Rochester, New York 14614

THOMAS P. RYAN, JR., individually, and as
Mayor of the City of Rochester
1000 Crossroads Office Building
Rochester, New York 14614

THOMAS COSNELL, individually, and as
President of Lawyers Cooperative Publishing
Company
1 Aqueduct Street
Rochester, New York 14614

LAWYERS COOPERATIVE PUBLISHING COMPANY, INC.
1 Aqueduct Street
Rochester, New York 14614

Defendants

* AFFIDAVIT IN
* SUPPORT OF MOTION

* FOR TEMPORARY
* INJUNCTION

*

*

*

*

*

*

*

STATE OF NEW YORK)
COUNTY OF MONROE) SS:
CITY OF ROCHESTER)

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Wanda Helmore and Eula Lee Blowers, being duly sworn, according to law, depose and say:

1. Wanda Helmore alleges that she is the co-president of plaintiff Genesee Valley Chapter of the National Organization For Women. She makes this affidavit in support of the motion of plaintiff N.O.W., in the above-noted action, for a temporary injunction restraining the defendants from taking further action in performance of a lease-contract for the display of Mercury statue, pending hearing on preliminary injunction.

2. Eula Lee Blowers alleges that she is one of the plaintiffs in the above-noted action. She makes this affidavit in support of the application for a temporary restraining order preventing the defendants from taking any further action to perform the lease-contract for the Mercury statue, pending hearing of the application for preliminary injunction.

3. As more particularly set forth in the verified complaint, submitted herewith, defendants Freedman and Ryan, as agents and on behalf of the City of Rochester, illegally and unconstitutionally entered into a lease-contract agreement to lease public property, Mercury statue, worth in excess of \$50,000.00 (fifty thousand dollars), to defendants Gosnell and Lawyers Cooperative Publishing Company, an entity which has engaged and is engaging in flagrant violation of federal and state laws prohibiting discrimination in employment.

4. On the information being made public that there was some "arrangement" for agents of the City of Rochester to lease public property, Mercury statue, to defendant Lawyers Cooperative Publishing Company, plaintiffs made inquiry of that "arrangement". (See paragraphs 14-21 of verified complaint.) Upon locating a copy of

the lease-contract, plaintiffs made formal complaint of the illegal-
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city of that contract to the City of Rochester in public City Council
session and to defendant Lawyers Cooperative Publishing Company
by letter. (See paragraphs 14-21 of the complaint.)

5. While the City of Rochester, through its agents, pledged
to investigate the legality of the arrangement and to issue opinion
on that legality and to reconsider the lease-contract in light of
that investigation, the City agents have delayed and still have
not issued that opinion. (See complaint, paragraphs 21-25.)

6. Notwithstanding the formal complaints of the illegality
of the lease-contract arrangement, defendant Lawyers Cooperative
Publishing Company has proceeded with work toward placing the public
property, Mercury statue, on permanent display on its private pro-
perty at 1 Aqueduct Street, Rochester, New York. Defendant Lawyers
Cooperative Publishing Company has announced plans for the opening

of the public display of the Mercury statue on November 15, 1974
with the attendance and participation of "city officials". (See
complaint, paragraph 26.)

7. Since the defendants have proceeded and continue to pro-
ceed to perform the lease-contract agreement notwithstanding its
illegality and unconstitutionality and notwithstanding its viola-
tion of the constitutional and statutory rights of the plaintiffs,
plaintiffs have no plain, clear or adequate remedy at law. Plain-
tiffs will be denied their statutory and constitutional rights to
equal protection of the laws and equal employment opportunities
unless this court restrains the defendants from proceeding to per-
form the illegal and unconstitutional lease-contract.

8. The temporary injunction should be granted because
unless the defendants are restrained from proceeding with the lease-
contract agreement, they will permanently place the Mercury statue
atop the private property of defendant Lawyers Cooperative Publish-

ing Company, thereby frustrating this court's ability to grant the relief to which the plaintiffs are entitled upon full hearing of their claims. Delay in the public display of the Mercury statue will cause neither harm nor inconvenience. The Mercury statue has been in storage since 1951; the time involved in deciding this lawsuit will not cause substantial additional delay.

9. For these reasons and for the reasons more fully stated in the verified complaint submitted herewith, the temporary injunction should be granted.

Wanda Helmore
WANDA HELMORE

Sworn to before me this 7
day of November, 1974.

Mosie R. Hannah
Notary Public
MOSIE RUDOLPH HANNAH
NOTARY PUBLIC, State of N.Y., Monroe Co.
#4 Commission Expires March 30, 1975

Sworn to before me this 7th
day of November, 1974.

Emmeline E. Baldwin
Notary Public

Eula Lee Blowers
EULA LEE BLOWERS

EMMELINE E. BALDWIN
NOTARY PUBLIC, State of N.Y., Monroe Co.
Commission Expires March 30, 1975

SUMMONS IN A CIVIL ACTION

CIV. 1a (2-64)
(Formerly D.C. Form No. 43a Rev. (6-49))

United States District Court
FOR THE
WESTERN DISTRICT OF NEW YORK

GENESEE VALLEY CHAPTER OF THE NATIONAL
 ORGANIZATION FOR WOMEN
 121 North Fitzhugh Street
 Rochester, New York 14614

CIVIL ACTION FILE NO. _____

EULA LEE BLOWERS
 50 Joanne Drive
 Rochester, New York 14616

Plaintiffs

ELISHA C. FREEDMAN, individually and as
 City Manager of the City of Rochester
 City Hall, Rochester, New York 14614;
 THOMAS P. RYAN, JR., individually and as
 Mayor of the City of Rochester
 1000 Crossroads Office Building
 Rochester, New York 14614;
 THOMAS GOSNELL, individually and as President
 of Lawyers Cooperative Publishing Company, Inc.
 1 Aqueduct Street, Rochester, New York 14614;
 LAWYERS COOPERATIVE PUBLISHING COMPANY, INC., 1 Aqueduct St., Rochester, N.Y.
 To the above named Defendant s: Elisha C. Freedman, Thomas P. Ryan, Jr., Thomas
 Gosnell and Lawyers Cooperative Publishing Company, Inc.

SUMMONS

You are hereby summoned and required to serve upon

RECEIVED - FEDERAL BUREAU OF INVESTIGATION - U.S. DEPARTMENT OF JUSTICE
 DATE RECEIVED BY DEFENDANT: 08/10/1964

EMMELYN LOGAN-BALDWIN, ESQUIRE

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[RECV'D.] plaintiff's attorney , whose address is:

510 Powers Building
Rochester, New York 14614

an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you; exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

Clerk of Court.

Deputy Clerk.

Date:

[Seal of Court]

NOTE:—This summons is issued pursuant to Rule 4 of the Federal Rules of Civil Procedure.

RECEIVED OR SERVED ON [REDACTED]

U.S. District COURT
COUNTY OF Monroe

Index No.

Genesee Valley Chapter of the National Organization for
Women and Eula Lee Blowers

Plaintiff(s)

versus
Elisha C. Freedman, individually and as City Manager of
the City of Rochester

Defendant(s)

AFFIDAVIT OF
SERVICE OF SUMMONS
(AND COMPLAINT)

STATE OF NEW YORK, COUNTY OF Monroe sc: John H. Holloway, as agent of David F. Probst, both of Process & Collection Corp. d/b/a Legal Process Ser. being duly sworn, deposes and says: that defendant is not a party to this action, is over 18 years of age and resides at Rochester, New York
That on November 7 1974 at 5:00 p.m. at 30 Broad Street, Rochester, New York

deponent served the within summons and complaint on Elisha C. Freedman, individually defendant therein named, as City Manager of the City of Rochester

INDIVIDUAL by delivering a true copy of each to said defendants personally; deponent knew the person so served to be the person described as said defendant therein. to Louis N. Kash attorney for the City of Rochester and legal representative of Elisha C. Freedman, defendant therein.

CORPORATION corporation, by delivering thereto a true copy of each to personally, deponent knew said corporation so served to be the corporation described in said summons as said defendant and knew said individual to be thereof

SUITABLE AGE PERSON by delivering thereto a true copy of each to a person of suitable age and discretion. Said premises is defendant's—actual place of business—dwelling house—usual place of abode—within the state.

3. AFFIXING TO DOOR, ETC. By affixing a true copy of each to the door of said premises, which is defendant's—actual place of business—dwelling house—usual place of abode—within the state. Deponent was unable, with due diligence to find defendant or a person of suitable age and discretion thereat, having called there

4. on _____ - 19 ____ at _____ M. on _____ 19 ____ at _____ M.
on _____ 19 ____ at _____ M. on _____ 19 ____ at _____ M.

MAILING USE WITH 3 or 4
DESCRIPTION USE WITH 1-2-3- Deponent also enclosed a copy of same in a postpaid sealed wrapper properly addressed to defendant at defendant's last known residence, at in—a post office—official depository under exclusive care and custody of the United States Postal Service within New York State.

Deponent describes the individual served as follows: male female; approximate age: 14-20, 21-35, 36-50, 51-65, over 65 approximate height: under 5', 5' to 5' 3", 5' 4" to 5' 8", 5' 9" to 6', over 6' approximate weight: under 100 lbs., 100 to 130 lbs., 131 to 160 lbs., 161 to 200 lbs., over 200 lbs. skin color: black, brown, red, white, yellow red, white, balding hair color: black, blonde, brown, grey,

Other identifying features:

Beard _____
Glasses _____

Person obstructed by:

MILITARY SERVICE I asked the defendant whether defendant was in active military service of the United States or of the State of New York in any capacity whatever. Defendant told me defendant was not. Defendant wore ordinary civilian clothes and no military uniform. The source of my information and the grounds of my belief are the conversations and observations above narrated.

Upon information and belief I aver that the defendant is not in the military service of New York State or of the United States as that term is defined in either the State or in the Federal statutes.

Sworn to before me on 8 day of November 1974
SHIRLEY E. HOLLOWAY *Shirley E. Holloway*
NOTARY PUBLIC, State of N.Y., Ontario Co.

My Commission Expires March 30, 1976

INSTRUCTIONS: Check appropriate boxes and fill in blanks. Delete inappropriate italicized language and military service allegation if not applicable.

John H. Holloway
Print name beneath signature

U.S. District COURT
COUNTY OF Monroe

(5)

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Index No.

Genesee Valley Chapter of the National Organization for
Women and Eula Lee Blowers

Plaintiff(s)

versus
Elisha C. Freedman, individually and as City Manager of
the City of Rochester

Defendant(s)

AFFIDAVIT OF
SERVICE OF SUMMONS
(AND COMPLAINT)

STATE OF NEW YORK, COUNTY OF Monroe ss: John H. Holloway, as agent of David F. Probst, both of Process & Collection Corp. d/b/a Legal Process Ser. being duly sworn, deposes and says: that defendant is not a party to this action, is over 18 years of age and resides at Rochester, New York

That on November 7 1974 at 5:00 p.m. at 30 Broad Street, Rochester, New York deponent served the within Order to show cause on Elisha C. Freedman, individually and defendant therein named, as City Manager of the City of Rochester

INDIVIDUAL by delivering a true copy of each to said defendant personally; deponent knew the person so served to be the person described as said defendant therein. to Louis N. Kash attorney for the City of Rochester and legal representative of Elisha C. Freedman, defendant therein.

CORPORATION a corporation, by delivering thereof a true copy of each to personally, deponent knew said corporation so served to be the corporation described in said summons as said defendant and knew said individual to be thereof

SUITABLE AGE PERSON by delivering thereat a true copy of each to a person of suitable age and discretion. Said premises is defendant's—actual place of business—dwelling house—usual place of abode—within the state.

3.

AFFIXING TO DOOR. ETC. by affixing a true copy of each to the door of said premises, which is defendant's—actual place of business—dwelling house—usual place of abode—within the state. Deponent was unable, with due diligence to find defendant or a person of suitable age and discretion, thereat, having called there

4.

on _____ 19____ at _____ M. on _____ 19____ at _____ M.

on _____ 19____ at _____ M. on _____ 19____ at _____ M.

MAILING USE WITH
3 or 4

Deponent also enclosed a copy of same in a postpaid sealed wrapper properly addressed to defendant at defendant's last known residence, at and deposited said wrapper in—a post office—official depository under exclusive care and custody of the United States Postal Service within New York State.

DESCRIPTION USE WITH
1-2-3

Deponent describes the individual served as follows: male female; approximate age: 14-20, 21-35, 36-50,
 55, over 65 approximate height: under 5', 5' to 5' 3", 5' 4" to 5' 8",
 5' 5" to 6', over 6' approximate weight: under 100 lbs., 100 to 130 lbs.,
 131 to 160 lbs., 161 to 200 lbs., over 200 lbs. skin color: black, brown,
 red, white, yellow hair color: black, blonde, brown, grey,
 red, white, balding

Other identifying features:

Beard _____
Glasses _____

Person obstructed by:

MILITARY SERVICE

I asked the defendant whether defendant was in active military service of the United States or of the State of New York in any capacity whatever. Defendant told me defendant was not. Defendant wore ordinary civilian clothes and no military uniform. The source of my information and the grounds of my belief are the conversations and observations above narrated.

Upon information and belief I aver that the defendant is not in the military service of New York State or of the United States as that term is defined in either the State or in the Federal statutes.

Sworn to before me on 8 day of November 1974

SHIRLEY E. HOLLOWAY
NOTARY PUBLIC, State of N. Y., Ontario Co.

My Commission Expires March 30, 1976

John H. Holloway
Print name beneath signature

INSTRUCTIONS: Check appropriate boxes and fill in blanks. Delete inappropriate italicized language and military service allegation if not applicable.

U.S. District COURT
COUNTY OF Monroe

Genesee Valley Chapter of the National Organization for
Women and Eula Lee Blowers

Plaintiff(s)

versus
Thomas P. Ryan Jr., individually and as Mayor of the
City of Rochester

Defendant(s)

Index No.

AFFIDAVIT OF
SERVICE OF SUMMONS
(AND COMPLAINT)

STATE OF NEW YORK, COUNTY OF Monroe ss: John H. Holloway, as agent of David F. Probst, both of Process & Collection Corp. d/b/a Legal Process Ser. being duly sworn, deposes and says: that deponent is not a party to this action, is over 18 years of age and resides at Rochester, New York

That on November 7 1974 at 5:00p.M. at 30 Broad Street, Rochester, New York deponent served the within summons and complaint on Thomas P. Ryan Jr. individually defendant therein named, as mayor of the City of Rochester

INDIVIDUAL by delivering a true copy of each to said defendants personally; deponent knew the person so served to be the person described as said defendant therein. to Louis N. Kash, attorney for the City of Rochester and legal representative of Thomas P. Ryan Jr., defendant therein.

CORPORATION a corporation, by delivering thereto a true copy of each to personally, deponent knew said corporation so served to be the corporation described in said summons as said defendant and knew said individual to be thereof

SUITABLE AGE PERSON by delivering thereto a true copy of each to a person of suitable age and discretion. Said premises is defendant's—actual place of business—dwelling house—usual place of abode—within the state.
3.

AFFIXING TO DOOR, ETC. by affixing a true copy of each to the door of said premises, which is defendant's—actual place of business—dwelling house—usual place of abode—within the state. Deponent was unable, with due diligence to find defendant or a person of suitable age and discretion, thereto, having called there
4.

on _____ 19____ at _____ M. on _____ 19____ at _____ M.

on _____ 19____ at _____ M. on _____ 19____ at _____ M.

MAILING USE WITH 3 or 4
DEPARTMENT OF STATE
1-2-3- X
DESCRIPTION Deponent also enclosed a copy of same in a postpaid sealed wrapper properly addressed to defendant at defendant's last known residence, at in—a post office—official depository under exclusive care and custody of the United States Postal Service within New York State.

USE WITH 5'6", over 6'
 5'8" to 6', over 6'
 131 to 160 lbs., 161 to 200 lbs., over 200 lbs.
 red, white, yellow
 red, white, balding
Other identifying features:

approximate age: 14-20, 21-35, 36-50,
 under 5', 5' to 5' 3", 5' 4" to 5' 8",
approximate height: under 100 lbs., 100 to 130 lbs.,
approximate weight: skin color: black, brown,
hair color: black, blonde, brown, grey,

Beard _____
Glasses _____

Person obstructed by:

MILITARY SERVICE

I asked the defendant whether defendant was in active military service of the United States or of the State of New York in any capacity whatever. Defendant told me defendant was not. Defendant wore ordinary civilian clothes and no military uniform. The source of my information and the grounds of my belief are the conversations and observations above narrated.

Upon information and belief I aver that the defendant is not in the military service of New York State or of the United States as that term is defined in either the State or in the Federal statutes.

Sworn to before me on 8 day of November 1974

SHIRLEY E. HOLLOWAY *Shirley E. Holloway*
NOTARY PUBLIC, State of N. Y., Ontario Co.
My Commission Expires March 30, 1975

J. H. Holloway
John H. Holloway
Print name beneath signature

INSTRUCTIONS: Check appropriate boxes and fill in blanks. Delete inappropriate italicized language and military service allegation if not applicable.

U.S. District COURT
COUNTY OF Monroe

(5)

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Genesee Valley Chapter of the National Organization for
Women and Eula Lee Blowers

Index No.

versus
Thomas P. Ryan Jr., individually and as Mayor of the
City of Rochester

Plaintiff(s)

Defendant(s)

AFFIDAVIT OF
SERVICE OF SUMMONS
(AND COMPLAINT)

STATE OF NEW YORK, COUNTY OF Monroe ss: John H. Holloway, as agent of David F. Probst, both of Process & Collection Corp. d/b/a Legal Process Ser., being duly sworn, deposes and says: that deponent is not a party to this action, is over 18 years of age and resides at Rochester, New York

That on November 7 1974 at 5:00p.M. at 30 Broad Street, Rochester, New York deponent served the within order to show cause on Thomas P. Ryan Jr., individually and defendant therein named,

INDIVIDUAL as Mayor of the City of Rochester

1. by delivering a true copy of each to said defendant personally; deponent knew the person so served to be the person described as said defendant therein.

CORPORATION 2. to Louis N. Kash, attorney for the City of Rochester and legal representative of Thomas P. Ryan Jr., defendant therein.

3. corporation, by delivering thereto a true copy of each to personally, deponent knew said corporation so served to be the corporation described in said summons as said defendant and knew said individual to be thereof

SUITABLE AGE PERSON 4. by delivering thereto a true copy of each to a person of suitable age and discretion. Said premises is defendant's—actual place of business—dwelling house—usual place of abode—within the state.

AFFIXING TO DOOR, ETC. 4. By affixing a true copy of each to the door of said premises, which is defendant's—actual place of business—dwelling house—usual place of abode—within the state. Deponent was unable, with due diligence to find defendant or a person of suitable age and discretion, thereof, having called there

on _____ 19____ at _____ M. on _____ 19____ at _____ M.

on _____ 19____ at _____ M. on _____ 19____ at _____ M.

MAILING USE WITH 3 or 4 Deponent also enclosed a copy of same in a postpaid sealed wrapper properly addressed to defendant at defendant's last known residence, at in—a post office—official depository under exclusive care and custody of the United States Postal Service within New York State.

DESCRIPTION USE WITH 1-2-3- Deponent describes the individual served as follows: male female; approximate age: 14-20, 21-35, 36-50, 51-65, over 65 approximate height: under 5', 5' to 5' 3", 5' 4" to 5' 8", 5' 9" to 6', over 6' 131 to 160 lbs., 161 to 200 lbs., over 200 lbs. approximate weight: under 100 lbs., 100 to 130 lbs., 131 to 160 lbs., 161 to 200 lbs., over 200 lbs. skin color: black, brown, red, white, yellow hair color: black, blonde, brown, grey, red, white, balding Other identifying features:

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Glasses _____

Person obstructed by:

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Upon information and belief I aver that the defendant is not in the military service of New York State or of the United States as that term is defined in either the State or in the Federal statutes.

Sworn to before me on 8 day of November 1974

John H. Holloway
Print name beneath signature
Philip E. Holloway
John H. Holloway

MURLEY E. HOLLOWAY
NOTARY PUBLIC, State of N. Y., Ontario Co.

My Commission Expires March 30, 1976

INSTRUCTIONS: Check appropriate boxes and fill in blanks. Delete inappropriate italicized language and military service allegation if not applicable.

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U.S. DISTRICT COURT
COUNTY OF Monroe

(5)

Cenesee Valley Chapter of the National Organization for
Women and Eula Lee Blowers

Plaintiff(s)

versus

Thomas Gosnell

Defendant(s)

Index No.

**AFFIDAVIT OF
SERVICE OF SUMMONS
(AND COMPLAINT)**

STATE OF NEW YORK, COUNTY OF Monroe ss: John H. Holloway, agent of David F. Probst, both of Process & Collection Corp., d/b/a ~~equal~~ process Ser, being duly sworn, deposes and says: that deponent is not a party to this action, is over 18 years of age and resides at Rochester, New York

That on November 7 1974 at 3:30pM. at 1 Acqueduct Street, Rochester, New York deponent served the within Order to show cause on Thomas Gosnell defendant therein named,

INDIVIDUAL by delivering a true copy of each to said defendants personally; deponent knew the person so served to be the person described as said defendant therein.

CORPORATION a corporation, by delivering therest a true copy of each to

personally, deponent knew said corporation so served to be the corporation described in said summons as said defendant and knew said individual to be thereof

SUITABLE AGE PERSON by delivering thereat a true copy of each to a person of suitable age and discretion. Said premises is defendant's—actual place of business—dwelling house—usual place of abode—within the state.

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on _____ 19____ at _____ M. on _____ 19____ at _____ M.

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 Deponent describes the individual served as follows: male female; approximate age: 11-20, 21-35, 36-50, 51-65, over 65 approximate height: under 5', 5' to 5' 3", 5' 4" to 5' 8", 5' 9" to 6', over 6' approximate weight: under 100 lbs., 100 to 130 lbs., 131 to 160 lbs., 161 to 200 lbs., over 200 lbs. skin color: black, brown, hair color: black, blonde, brown, grey, red, white, yellow red, white, balding Other identifying features:

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Glasses _____

Person obstructed by:

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Upon information and belief I aver that the defendant is not in the military service of New York State or of the United States as that term is defined in either the State or in the Federal statutes.

Sworn to before me on 8 day of November 1974

SHIRLEY E. HOLLOWAY *Shirley E. Holloway*
NOTARY PUBLIC, State of N. Y., Ontario Co.

My Commission Expires March 30, 1976

John H. Holloway
Print name beneath signature

INSTRUCTIONS: Check appropriate boxes and fill in blanks. Delete inappropriate italicized language and military service allegation if not applicable.

U.S. DISTRICT COURT
COUNTY OF Monroe

Genesee Valley Chapter of the National Organization for
Women and Eula Lee Blowers

Plaintiff(s)

versus

Thomas Gosnell

Defendant(s)

Index No.

AFFIDAVIT OF
SERVICE OF SUMMONS
(AND COMPLAINT)

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INDIVIDUAL by delivering a true copy of each to said defendants personally; deponent knew the person so served to be the person described as said defendant therein.

1. CORPORATION a corporation, by delivering thereto a true copy of each to personally, deponent knew said corporation so served to be the corporation described in said summons as said defendant and knew said individual to be thereof

SUITABLE AGE PERSON by delivering thereto a true copy of each to age and discretion. Said premises is defendant's—actual place of business—dwelling house—usual place of abode—within the state.

3. AFFIXING TO DOOR, ETC. by affixing a true copy of each to the door of said premises, which is defendant's—actual place of business—dwelling house—usual place of abode—within the state. Deponent was unable, with due diligence to find defendant or a person of suitable age and discretion, thereto, having called there

4. on _____ = 19 at _____ M. on _____ 19 at _____ M.

on _____ 19 at _____ M. on _____ 19 at _____ M.

MAILING USE WITH 3 or 4 Deponent also enclosed a copy of same in a postpaid sealed wrapper properly addressed to defendant at defendant's last known residence, at and deposited said wrapper in—a post office—official depository under exclusive care and custody of the United States Postal Service within New York State.

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Other identifying features:

Beard _____

Glasses _____

Person obstructed by:

MILITARY SERVICE

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Upon information and belief I aver that the defendant is not in the military service of New York State or of the United States as that term is defined in either the State or in the Federal statutes.

Sworn to before me on 8 day of November 1974

John H. Holloway
Print name beneath signature

Shirley E. Holloway

John H. Holloway

SHIRLEY E. HOLLOWAY
NOTARY PUBLIC, State of N. Y., Ontario Co.

My Commission Expires March 30, 1976

INSTRUCTIONS: Check appropriate boxes and fill in blanks. Delete inappropriate italicized language and military service allegation if not applicable.

U.S. District COURT
COUNTY OF Monroe

(5)

Cattaraugus Valley Chapter of the National Organization for
Women and Eula Lee Blowers
versus
Lawyers Cooperative Publishing Company

Plaintiff(s)

Defendant(s)

Index No.

AFFIDAVIT OF
SERVICE OF SUMMONS
(AND COMPLAINT)

STATE OF NEW YORK, COUNTY OF Monroe ss: John H. Holloway, agent of David F. Probst, both of Process & Collection Corp. d/b/a Legal Process Serving duly sworn, deposes and says: that deponent is not a party to this action, is over 18 years of age and resides at Rochester, New York
That on November 7 1974 at 3:30p.M. at 1 Acqueduct Street, Rochester, New York deponent served the within Order to show cause on Lawyers Cooperative Publishing Co., defendant therein named.

INDIVIDUAL by delivering a true copy of each to said defendants personally; deponent knew the person so served to be the person described as said defendant therein.

CORPORATION a domestic corporation, by delivering thereto a true copy of each to Thomas Gosnell
 personally, deponent knew said corporation so served to be the corporation described in said summons as said defendant and knew said individual to be president thereof

SUITABLE AGE PERSON by delivering thereto a true copy of each to a person of suitable age and discretion. Said premises is defendant's—actual place of business—dwelling house—usual place of abode—within the state.

AFFIXING TO DOOR, ETC. by affixing a true copy of each to the door of said premises, which is defendant's—actual place of business—dwelling house—usual place of abode—within the state. Deponent was unable, with due diligence to find defendant or a person of suitable age and discretion, thereto, having called there.

on _____ 19____ at _____ M. on _____ 19____ at _____ M.

on _____ 19____ at _____ M. on _____ 19____ at _____ M.

MAILING USE WITH 3 or 4
Deponent also enclosed a copy of same in a postpaid sealed wrapper properly addressed to defendant at defendant's last known residence, at _____ and deposited said wrapper in—a post office—official depository under exclusive care and custody of the United States Postal Service within New York State.

DESCRIPTION USE WITH 1-2-3- Deponent describes the individual served as follows: male female; approximate age: 14-20, 21-35, 36-50, 51-65, over 65 approximate height: under 5', 5' to 5' 3", 5' 4" to 5' 8", 131 to 160 lbs., 161 to 200 lbs., over 200 lbs. approximate weight: under 100 lbs., 100 to 130 lbs., red, white, yellow skin color: black, brown, red, white, balding hair color: black, blonde, brown, grey, Other identifying features:

Beard _____
Glasses _____

Person obstructed by:

MILITARY SERVICE

I asked the defendant whether defendant was in active military service of the United States or of the State of New York in any capacity whatever. Defendant told me defendant was not. Defendant wore ordinary civilian clothes and no military uniform. The source of my information and the grounds of my belief are the conversations and observations above narrated.

Upon information and belief I aver that the defendant is not in the military service of New York State or of the United States as that term is defined in either the State or in the Federal statutes.

Sworn to before me on 8 day of November 1974

SHIRLEY E. HOLLOWAY *Shirley E. Holloway*
NOTARY PUBLIC, State of N. Y., Ontario Co.

My Commission Expires March 30, 1976

John H. Holloway
Print name beneath signature

INSTRUCTIONS: Check appropriate boxes and fill in blanks. Delete inappropriate italicized language and military service allegation if not applicable.

- U.S. DISTRICT COURT
COUNTY OF Monroe

(5)

91

Genesee Valley Chapter of the National Organization for
Women and Eula Lee Blowers

Plaintiff(s)

versus

Lawyers Cooperative Publishing Company

Defendant(s)

Index No.

AFFIDAVIT OF
SERVICE OF SUMMONS
(AND COMPLAINT)

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4. on _____ 19____ at _____ M. on _____ 19____ at _____ M.
on _____ 19____ at _____ M. on _____ 19____ at _____ M.

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Beard _____
Glasses _____

Person obstructed by:

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Upon information and belief I aver that the defendant is not in the military service of New York State or of the United States as that term is defined in either the State or in the Federal statutes.

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SHIRLEY E. HOLLOWAY *Shirley E. Holloway*
NOTARY PUBLIC, State of N. Y., Ontario Co.

My Commission Expires March 30, 1976

John H. Holloway
Print name beneath signature
John H. Holloway

INSTRUCTIONS: Check appropriate boxes and fill in blanks. Delete inappropriate italicized language and military service allegation if not applicable.

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NEW YORK

92)
GENESEE VALLEY CHAPTER OF THE NATIONAL)
ORGANIZATION FOR WOMEN, et al)
Plaintiffs) AFFIRMATION IN
) SUPPORT OF
-v-) APPLICATION FOR
ELISHA C. FREEDMAN, individually, and as) PRELIMINARY
City Manager of the City of Rochester, et al) INJUNCTION
Defendants)
)

Emmelyn Logan-Baldwin, under penalties of perjury, affirms
the following:

1. I am an attorney at law duly licensed to practice my profession in the State of New York. I am admitted to the bar of this court. I am the attorney for the plaintiffs. This affirmation is submitted by me in further support of the application of the plaintiffs for preliminary injunction restraining the defendants, their agents, servants, employees and others acting in concert with them or for them from performing any act or taking any further action to perform the lease-contract agreement for the display of Mercury statue.

2. Documentary evidence before this court in the Title VII action, Eula Lee Blowers, individually, and on behalf of all other persons similarly situated v. Lawyers Cooperative Publishing Company, Inc., et al, Civil Action No. 1973-47, establishes the ongoing employment discrimination practiced company-wide, class-wide by Lawyers Cooperative Publishing Company. Item 2 of Exhibit J to the complaint herein is a summary of the discriminatory employment practices which were found by the Operations Chief for the Defense Con-

tract Compliance Program, Department of Defense, Millard Rutherford,
on investigating the class-wide, company-wide employment discrimination
charges made by the Genesee Valley Chapter of the National Org-
ganization For Women with the Office of Federal Contract Compliance.

93

3. The Affirmative Action Programs of Lawyers Cooperative Publishing Company, Exhibits 32, 33 and 34 in evidence in Eula Lee Blowers, individually, and on behalf of all other persons similarly situated v. Lawyers Cooperative Publishing Company, Inc., et al, in the possession of the court, incorporated herein by reference, contain admissions by Lawyers Cooperative Publishing Company of the company-wide, class-wide employment discrimination. See particularly the Utilization Analysis or Section IV and the Identification of Problem Areas or Section V.

4. Further illustration of the employment discrimination which Lawyers Cooperative Publishing Company has admitted is the "preliminary identification" of "problem areas" which Lawyers Cooperative Publishing Company submitted to the Defense Supply Agency in the course of its investigation. See Exhibit A attached hereto and made a part hereof.

5. Compliance officer Rutherford testified in Blowers, individually and on behalf of all other persons similarly situated Lawyer's Cooperative Publishing Company, Inc., et al, on September 10, 1974, that his investigation of the N.O.W. complaint of company-wide, class-wide discrimination confirmed the allegations, that his investigation disclosed women employees of the company as a class of persons affected by discrimination and that Lawyers Cooperative Publishing Company admitted there was an affected class. See pages of transcript attached hereto and made a part hereof as Exhibit B.

6. During the course of his investigation, Mr. Rutherford testified that Lawyers Cooperative Publishing Company, in its com-

pany newspaper, The Galley Proofs, misrepresented the course of his investigation and his conclusion to company employees in order, according to Mr. Rutherford, "...to discourage employees to file grievances or complaints to Federal and State agencies..." See excerpt from transcript attached hereto and made a part hereof as Exhibit C.

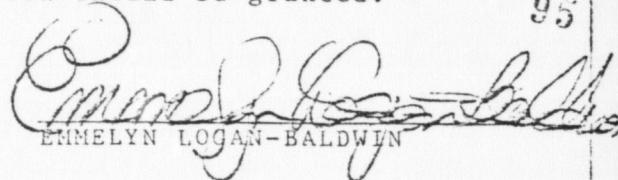
7. A Defense Supply Agency proceeding to cut off all government contracts of Lawyers Cooperative Publishing Company was terminated only after the company undertook additional, specific action required by the government. There has been minimal progress by Lawyers Cooperative Publishing Company since the initial identification of the company-wide, class-wide employment discrimination. There is no current compliance report on Lawyers Cooperative Publishing Company, the government's investigation having been suspended. (See item 3 of Exhibit J attached to the complaint herein and excerpts from transcript of Rutherford testimony attached hereto and made a part hereof as Exhibit D.) Letters attached to the 1974 Lawyers Cooperative Publishing Company Affirmative Action Program, correspondence from Lawyers Cooperative Publishing Company to the federal government, indicate that Lawyers Cooperative Publishing Company is refusing to disclose data to the federal government in connection with the federal government's requirement that the company validate all job descriptions and all pay scales for every position in the company. See Lawyers Cooperative Publishing Company Affirmative Action Program, 1974, in evidence in Blowers, individually and on behalf of all other persons similarly situated v. Lawyers Cooperative Publishing Company, Inc., et al, in the court's possession and incorporated herein by reference.

8. For these reasons, and for the reasons set forth in the verified complaint and affidavit previously submitted to the court, the motion for preliminary injunction should be granted.

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November 11, 1974

Rochester, New York


EMMELYN LOGAN-BALDWIN

93

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Affirmation In Support Of Application For Preliminary Injunction has been served on the defendants, Elisha C. Freedman, City Manager of the City of Rochester, and Thomas P. Ryan, Jr., Mayor of the City of Rochester, by my causing a copy thereof to be served on their attorney, City Corporation Counsel, at the Federal Building, Rochester, New York, on November 11, 1974 and the same has also been served on defendants, Thomas Gosnell, President of Lawyers Cooperative Publishing Company, and Lawyers Cooperative Publishing Company, by my causing a copy to be served on their attorneys, Nixon, Hargrave, Devans & Doyle, at the Federal Building, Rochester, New York on November 11, 1974.

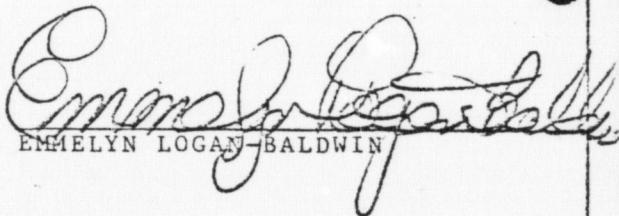
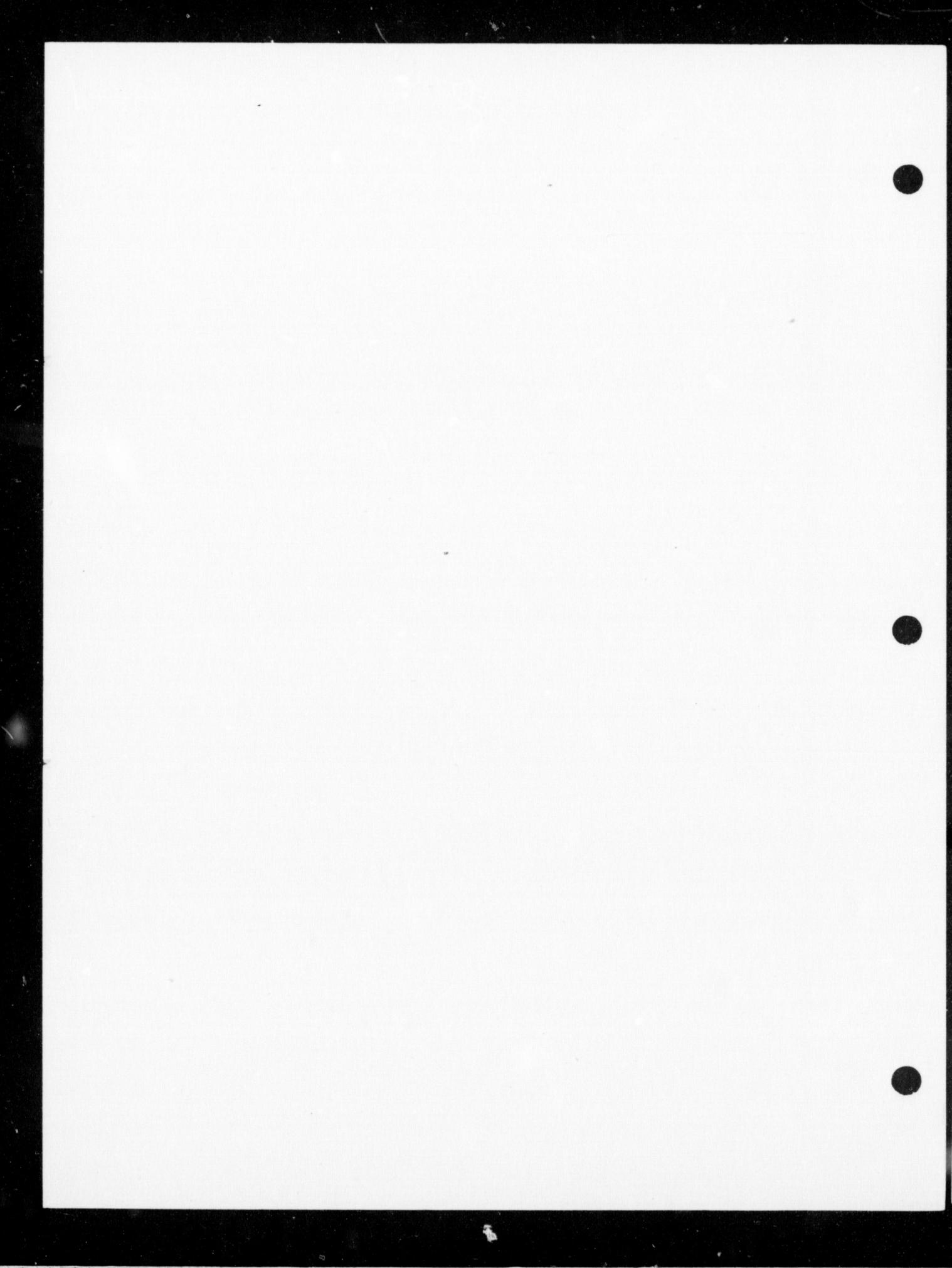

EMMELYN LOGAN BALDWIN

EXHIBIT A



LAWYERS CO-OPERATIVE PUBLISHING COMPANY

Rochester Facility

Exhibit A

97

I. Identification of Problem Areas

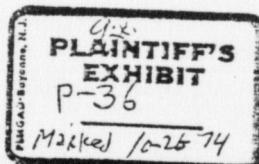
- A. Personnel requisitions formerly used at L.C.P. Rochester facility indicated sex of the person desired for the jobs in question..
- B. A large percentage of women are in office grades 2 - 7 and are non-exempt.
- C. Eight departments consist of females only. Three departments consist of males only, including Field Sales.
- D. There are no female Sales representatives.
- E. There are no female managers.
- F. At Mr. Rutherford's request the job of Sr. Advance Reader will be reviewed so as to assure proper classification in the proper salary grade.

II. Corrective Action

- A. Personnel requisitions which previously indicated sex have been eliminated and interviewers have been instructed not to accept a requisition which indicates a sex preference.
- B. Women and all other employees, will be made aware of job opportunities and the necessary qualifications for those jobs beginning April 1, 1972. Employees will be notified in the next appropriate Galley Proof that such postings will occur.

Women will be made aware that career development counseling is available to them through all Personnel representatives, particularly the E.E.O. Coordinator. An announcement to this effect will appear in Galley Proof by April 1, 1972. In addition, the E.E.O. Coordinator will seek out women for counseling as time permits.

Women will be encouraged personally and through company publications to take advantage of the tuition aid program, especially as it would provide training for higher level, non-traditional positions.



Corrective Action - Cond't.

- 98 C. Departments with all female employees and departments with all male employees will be integrated through the encouragement of employees to seek training, if necessary, and apply for positions traditionally held by the opposite sex.

Supervisors, Personnel representatives and Regional Sales Managers will be instructed to analyze their selection procedures to insure that those procedures don't discriminate against women. A counseling session will be held with the above individuals to discuss those procedures and stereotypes of men and women which tend to place them in traditional jobs. Such a counseling session will take place by May 1, 1972.

These specific steps will be taken:

1. Name, title and seniority lists of people in affected departments will be prepared by May 1, 1972.
 2. The people in the affected departments will be notified of the procedure to follow in requesting a transfer and will be supplied the necessary forms.
 3. Qualified people in the affected departments will be given first priority for transfer into other departments as jobs are available.
 4. When a transfer is offered to a person in an affected department, the person will be asked to respond in writing within 30 days of the offer indicating acceptance or rejection.
 5. Prerequisites and qualifications for persons transferring out of affected departments will not be different or higher than those of the least qualified person currently classified in the new job category.
 6. No new hires will occur until all pending requests for transfer from affected departments have been reviewed.
 7. Employees who transfer will be paid in the range for the job without loss of pay, rights or privileges.
 8. Transferees will receive training, guidance and counseling to insure greatest opportunity for success in the new classification.
- D. It is our goal to hire female sales representatives in 1972. We will accomplish this through the following:

1. A counseling session with Regional Sales Managers by May 1, 1972 dealing with Company policy that all jobs be open to individuals of both sexes, selection procedures which have tended to eliminate women or not attract women in the past, and stereotypes which may exist inhibiting managers from considering females for sales jobs.
 2. Recruiting sources will be expanded to include such organizations as the American Association of University Women, the N.O.W., Business and Professional Womens Organization, Negro Business and Professional Womens Organization, Delta Sigma Theta and Alpha Kappa Alpha. These organizations will be notified of all job openings.
- E. Females will be placed in manager level positions, through the following procedures.
1. Women currently in 1st line supervisory positions will be encouraged by the E.E.O. Coordinator and by their supervisors to prepare themselves for higher level management positions through educational institutions and local conferences and seminars.
 2. The E.E.O. Coordinator will insure through counseling sessions and where appropriate through job postings that all qualified women are made aware of manager positions as they become available and are encouraged to apply for those positions.
- The E.E.O. Coordinator will recommend females for manager positions after review of skills inventories and counseling sessions.
3. When external recruiting for manager level positions is necessary, organizations will be contacted which can refer female applicants. Such organizations may include the A.A.U.W., the N.O.W., Business and Professional Womens Organization, Negro Business and Professional Womens Organization, Rochester Personnel Women, and Sororities such as Delta Sigma Theta and Alpha Kappa Alpha.
 4. All employment agencies will be made aware that L.C.P. is interested in applicants of both sexes for all positions.

Corrective Action - Cond't.

10^F By April 6, 1972 the position of Sr Advance Reader will be reviewed to assure that it is properly classified in proper salary grade.

G. By September 15, 1972 employees with supervisory potential will be identified by sex and race.

Webster Facility

101

I. Identification of Problem Areas

- A. Personnel requisitions formerly used at L.C.P. Webster facility, indicated sex of person desired for the jobs in question.
- B. A large percentage of women are in office grades 2 - 7 and hourly grades 1 - 3 and are non-exempt.
- C. One department consists of females only. Five departments consist of men only.
- D. There are no female managers.
- E. There are jobs in the Folding, Gathering, Shippin, and Bindery Departments which have traditionally been occupied by females and others in the same departments which have traditionally been occupied by males.
- F. Some records pertaining to the Shipping Department have been incomplete and inaccurate.
- G. In the past females have not progressed from Shipping Clerk B to Shipping Clerk A.

II. Corrective Action

- A. Personnel requisitions which previously indicated sex have been eliminated and interviewers have been instructed not to accept a requisition which indicates a sex preference.
- B. Women and all other employees, will be made aware of job opportunities and the necessary qualifications for those jobs beginning April 1, 1972. Employees will be notified in the next appropriate Galley Proof that such posting will occur.

Women will be made aware that career development counseling is available to them through all Personnel Representatives, particularly the E.E.O. Coordinator. An announcement to this effect will appear in Galley Proof by April 1, 1972. In addition, the E.E.O. Coordinator will seek out women for counseling as time permits.



Corrective Action - Cond't.

102 Women will be encouraged personally and through Company publications to take advantage of the tuition aid program, especially as it would provide training for higher level, non-traditional positions.

C. Departments with all female employees and departments with all male employees will be integrated through the encouragement of employees to seek training, if necessary, and apply for positions traditionally held by the opposite sex.

Supervisors and Personnel Representatives will be instructed to analyze their selection procedures to insure that those procedures don't discriminate against women. A counseling session will be held with the above individuals to discuss these procedures and stereotypes of men and women which tend to place them in traditional jobs. Such a counseling session will take place by May 1, 1972.

These specific steps will be taken:

1. Name, title and seniority lists of people in affected departments will be prepared by May 1, 1972.
 2. The people in the affected departments will be notified of the procedure to follow in requesting a transfer and will be supplied the necessary forms.
 3. Qualified people in the affected departments will be given first priority for transfer into other departments as jobs are available.
 4. When a transfer is offered to a person in an affected department, the person will be asked to respond in writing within 30 days of the offer indicating acceptance or rejection.
 5. Prerequisites and qualifications for persons transferring out of affected departments will not be different or higher than those of the least qualified person currently classified in the new job category.
 6. No new hires will occur until all pending requests for transfer from affected departments have been reviewed.
 7. Employees who transfer will be paid in the range for the job without loss of pay, rights or privileges.
 8. Transferees will receive training, guidance and counseling to insure greatest opportunity for success in the new classification.
- D. Females will be placed in Manager level positions through the following procedures:

1. Women currently in 1st line supervisory positions will be encouraged by the E.E.O. Coordinator and by their supervisors to prepare themselves for higher level management positions through educational institutions and local conferences and seminars.
2. The E.E.O. Coordinator will insure through counseling sessions and where appropriate through job postings that all qualified women are made aware of manager positions as they become available and are encouraged to apply for those positions.

The E.E.O. Coordinator will recommend females for manager positions after review of skills inventories and counseling sessions.

3. When external recruiting for manager level positions is necessary, organizations will be contacted which can refer female applicants. Such organizations may include the A.A.U.W., the N.O.W., Negro Business and Professional Womens Organization, Rochester Personnel Women and Sororities such as Delta Sigma Theta and Alpha Kappa Alpha. These organizations will be notified of all job openings.
 4. All employment agencies will be made aware that L.C.P. is interested in applicants of both sexes for all positions.
- E. The on-the-job training program, and all jobs in Linotype, Assembly and Make-up areas are in the process of being phased out as part of the conversion from the hot metal composition system to the computerized photo composition system. The on-the-job training program in the Bindery area will remain and women will be considered for positions in this training program as positions become available. To facilitate female placement in this program supervisors will undergo the counseling sessions discussed above. Females currently employed will be aware of the openings by job posting and through counseling sessions. If we recruit from the outside for entry level training positions females will specifically be sought to fill those positions.
- F. We will make every effort to fill positions in the Folding, Gathering, Bindery and Shipping area which have traditionally been held by either males or females with members of opposite sex when jobs in those areas become available.

104 Specific steps L.C.P. will take include:

1. Job posting so employees are aware of openings.
 2. Counseling with female employees to insure that they are aware of jobs available and to encourage them to apply for, and/or seek training for, higher level jobs.
 3. Make clear in each job requisition sent to agencies that we desire to see male and female applicants for each job.
 4. Insure through auditing procedures that males and females are considered for every job and special effort is being made to place females in non-traditional jobs.
- G. By September 15, 1972 employees with supervisory potential will be identified by sex and race.
- H. Records pertaining to Shipping Department will be corrected by May 1, 1972.
- I. Qualified females will be considered for progression from Shipping Clerk B to Shipping Clerk A as job opportunities occur.

EXHIBIT B

Q Would you explain, please, the process by which that complaint was routed to you?

A The complaint was routed to me from our Headquarters, which is Defense Contract Administration Services in Cameron Station, Alexandria, Virginia, and forwarded to the Region Headquarters in Boston and subsequently to me here in Rochester for investigation.

Q Had it gotten to Cameron Station from the Office of Federal Contract Compliance?

A OFCC, that is correct.

Q I am showing you Exhibit P-4 in evidence and ask you whether that is a copy of the complaint which was filed and which you indicated was forwarded to you for investigation?

A Yes, it is.

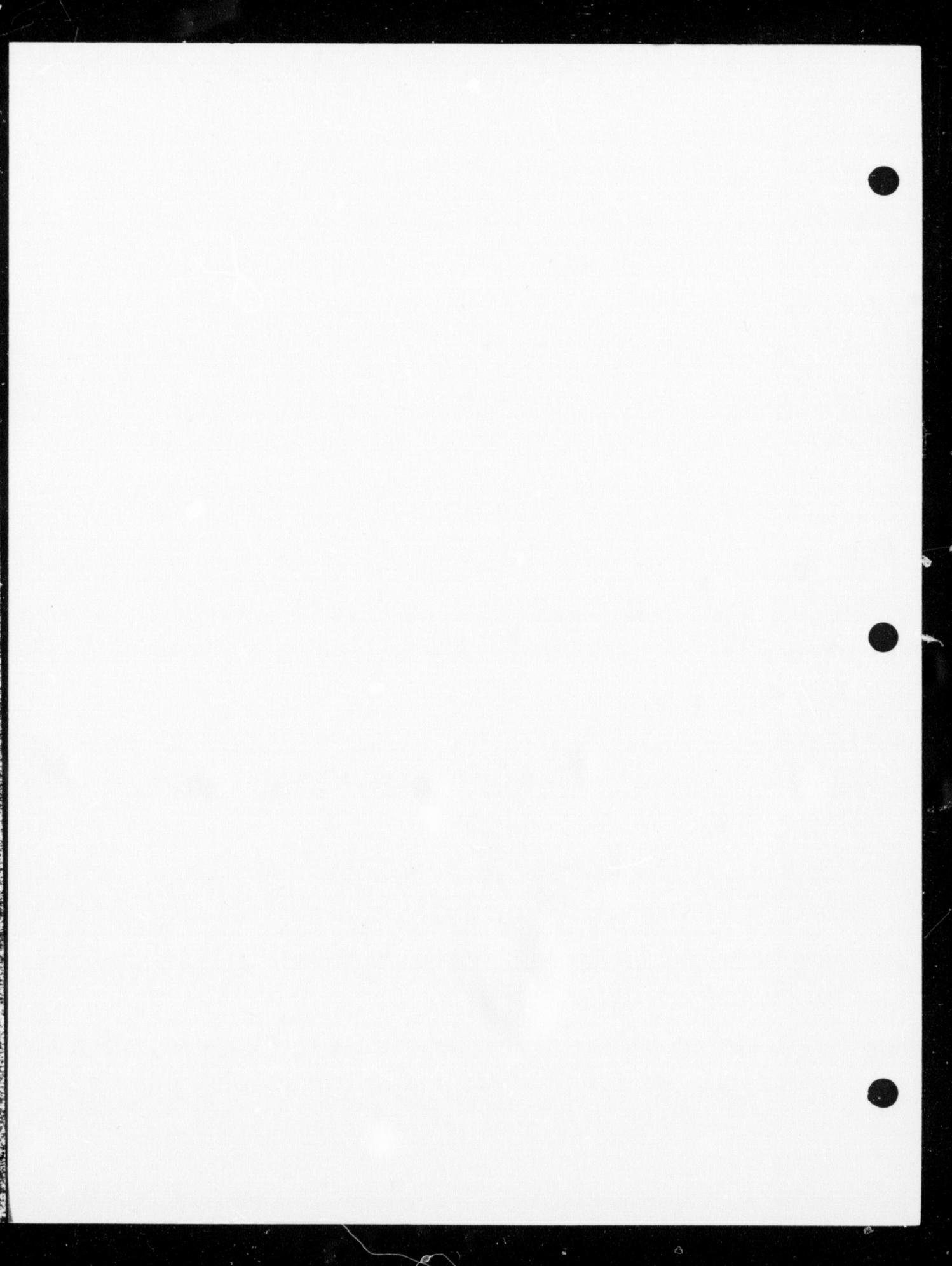
Q Subsequent to receiving that complaint, did you undertake an investigation of the substance of that complaint?

A I did.

Q And you went to Lawyer Cooperative Publishing Company facilities in Rochester and Webster to investigate that complaint?

A I did.

Q And did you find in your investigation that the company was staffed with certain areas of the company being depart-



ments composed of all males, and certain other departments composed of all females?

A Yes, I did.

Q And did you find essentially that the company had areas of the department which you would consider designated for women to work and certain areas designated for men to work?

MR. MC CRORY: That is a conclusion, Your Honor. I object.

THE COURT: If he can tell what he did, fine.

MS. LOGAN-BALDWIN: That is what I'm asking him, Your Honor.

THE WITNESS: Yes.

THE COURT: No, you are not asking him -- you are telling him that is so. Ask him what did he find.

Q Did you find in your investigation that there were areas of the company which were designated for men to work and other areas designated for women to work?

A Yes.

MR. MC CRORY: Same objection.

THE COURT: I will sustain the objection. What did you find with respect to the

complaint?

A I found there were certain job titles in certain departments which were restricted and limited to females and others limited and restricted to males.

Q I'm showing you Exhibit P-5 in evidence, which has been identified as an employee Requisition Form. Is that a document which you saw at the company, or a document like that, or a document that you saw at the company during the course of your investigation?

A Yes. I found a number of these to be in operation at the time that I conducted the review.

Q And that form has a place on it for the company supervisor to check whether the employee/^{to} be hired for a particular job is male or female?

MR. MC GRORY: Or either.

THE COURT: Point out the particular part of the form that you want and have him read it, and only that particular part that you are drawing attention to now.

Q Referring to Exhibit P-5 in evidence, Line 4, and would you read Line 4, please?

A It says: "Male: -- Female: -- Either: --"

Q On that particular form, what blank on Line 4 is checked off

Q What was that class defined as, with reference to Exhibit P-30?

MR. MC CORY: I object to that. That is the very issue for your determination here. He is not either an expert --

THE COURT: All you've got to do is ask him where the summary and findings are found, what pages, and I can read them. What they establish is up to me to decide.

MS. LOGAN-BALDWIN: Yes, Your Honor.

THE COURT: You can ask him what they relate to.

MS. LOGAN-BALDWIN: All right, Your Honor. I've asked that question.

Q On Page 26 of Exhibit P-30, is there a finding which relates to a determination of class affected at Lawyers Cooperative Publishing Company?

A There is.

Q And what is that class?

A (No response.)

Q How is that class defined?

MR. MC CORY: Same objection.

THE COURT: Objection is overruled.

Government withdraw its show cause order?

A Yes.

THE COURT: The show cause order was withdrawn as a result of that letter?

A That's correct.

THE COURT: All right.

Q Now in the course of these proceedings, the issuance of the show cause order and correspondence, did the company accede to the findings of an affected class of employees of the company?

MR. MC CORMICK: Objection, Your Honor. It is a legal conclusion.

THE COURT: I don't care if they acceded -- I want to know what they did. Whether they acceded to it is a conclusion --

MS. LOGAN-BALDWIN: May the witness answer my question?

THE COURT: No. The objection is sustained. I pointed out to you how your question can be made non-objectionable.

Q Did the company during the course of these proceedings admit there was an affected class of employees?

A Yes.

THE COURT: Not "still is," but what is your question right now?

Q My question is, during the course of these proceedings, did Lawyers Cooperative Publishing Company admit to the existence of an affected class of employees at the corporation?

MR. MC CORMICK: I object, Your Honor.

THE COURT: I sustain the objection. If they admitted it orally, I want that on the record, and if it is in writing, I want the writing.

MS. LOGAN-BALDWIN: Your Honor, I am asking him --

THE COURT: I understand what you are asking him. I heard it.

MS. LOGAN-BALDWIN: I'm asking him the first question, Your Honor, whether they admitted it orally now. I think you can answer the question.

Q Did they admit orally that there was an affected class?

A Yes.

Q And the written evidence of that is a letter which you have before you, P-6 in evidence?

EXHIBIT C

him?

Q Yes. Did you talk to Bennett after that?

A Yes, I did.

Q What did you tell him about that news article?

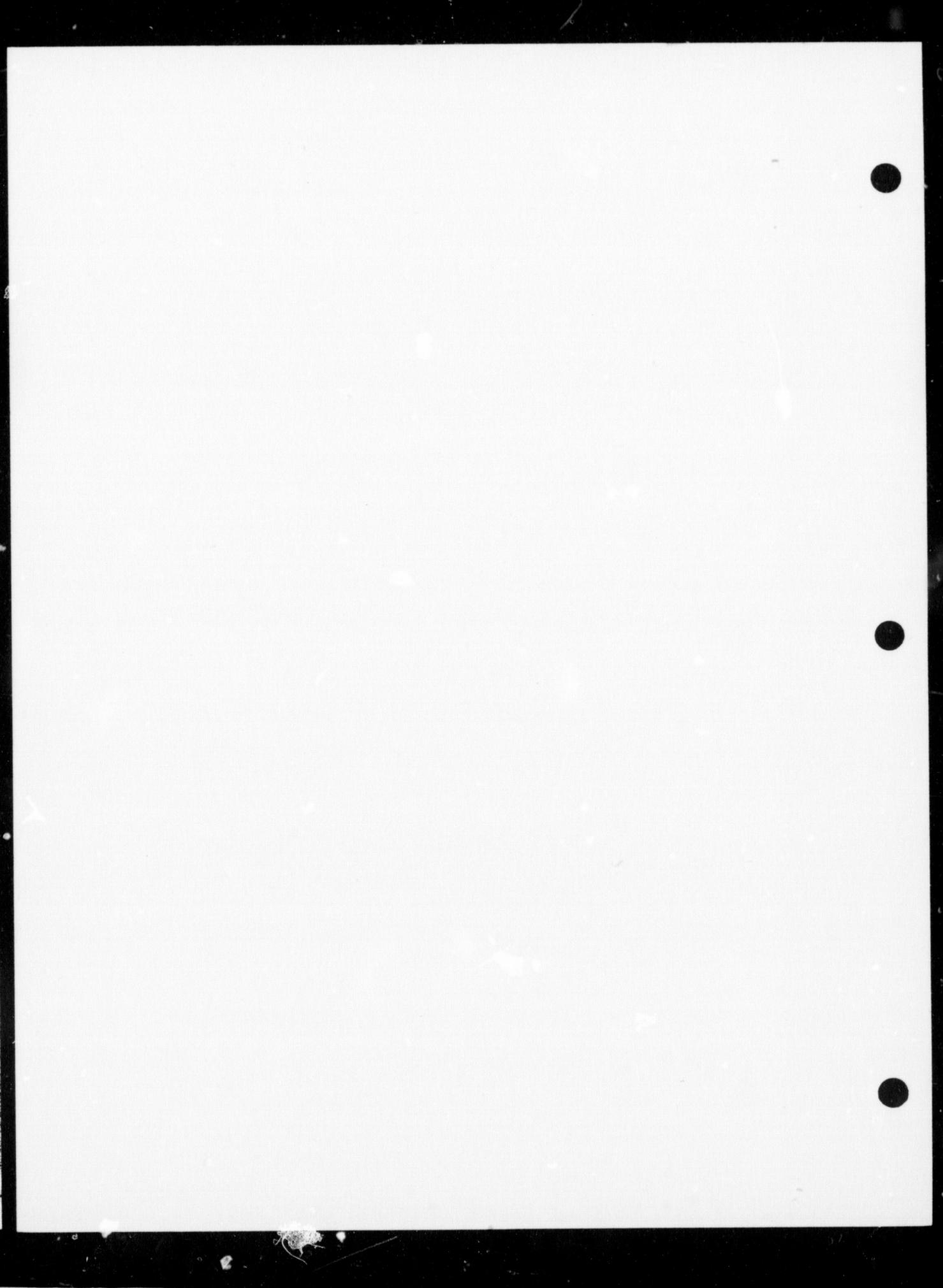
A I told him that I thought this was an attempt to discourage employees to file grievances or complaints to Federal and State agencies and also I thought that this damaged the credibility of the Office of Contract Compliance and also questioned the integrity of the reviewer.

Q And subsequent to that discussion, did Mr. Bennett ever publish any retraction to the employees of his representation of your investigation?

A Not to my knowledge.

Q After the show cause order was withdrawn, what was the status of Lawyers Cooperative Publishing Company, or how do you characterize that status of the company with reference to a compliance or non-compliance with your regulations?

A Well, for that commitment, to withdraw was a basis to place the Contractor in a status of compliance. This means that we are giving the Contractor an opportunity to show good faith in carrying out these commitments to correct these problems.



Lawyers Cooperative Publishing Company giving the commitment to the government?

A Yes.

MR. MC CRORY: Your Honor, that is a characterization. It speaks for itself. It is a letter from Lawyers Cooperative, and the contents are before the Court, and what she wants to believe it to be or anything is irrelevant.

MS. LOGAN-BALDWIN: It is not what I believe it to be. It is what the witness knows it to be.

THE COURT: Listen. I understand perfectly. You are taking a lot of time on this. That is the letter that was the result of the show cause order, the letter from Bennett to the government agency, isn't it?

A That's right.

THE COURT: I can tell what it is when I read it.

MS. LOGAN-BALDWIN: All right.

DIRECT EXAMINATION CONTINUED

BY MS. LOGAN-BALDWIN:

Q On the basis of those promises to the Government, did the

Q As to the period of time subsequent to your last report, which is Exhibit 31, have you made subsequent report to determine the progress of Lawyers Cooperative Publishing Company in meeting its commitments of validating jobs, of advancing certain affected class members, and so forth, as described in your report and in Exhibit 6?

THE COURT: Now she wants to know if you made any reports since your last report?

A No. We started an investigation, and we suspended that investigation.

THE COURT: You didn't make a report?

A We didn't make a report.

MS. LOGAN-BALDWIN: That is all I have right now.

CROSS EXAMINATION

BY MR. MC CORY:

Q Mr. Rutherford, you are employed by the Defense Department is that correct?

A That's correct.

Q And you are employed by a sub-group of the Defense Department known as the Defense Supply Agency?

A Yes. The way it is broken down, the organization structure primarily is that DOD, we are responsible to, and the

Q Yes, but I'm not talking about you personally.

A The regulations call for sanctions to that degree.

Q Have any of those sanctions ever been applied to Lawyers Co-op?

A No, not the local facility.

Q There are only two facilities for Lawyers Co-op, one in Rochester and one in Webster; which do you mean?

A That is what I mean, the local facility.

THE COURT: You mean Lawyers Co-op?

A I mean Lawyers Co-op as a local facility --

THE COURT: You mean if they've got some place else, you don't know anything about it?

A That's correct.

THE COURT: All right.

MR. MC CRORY: That is all.

REDIRECT EXAMINATION

BY MS. LOGAN-BALDWIN:

Q Mr. Rutherford, in your 1973 review, you in fact remarked, and I will show you Exhibit 31 --

MR. MC CRORY: It is in evidence, Your Honor.

Q -- that minimal progress had been made in the areas where females had been employed, that is, minimal progress had been made since the last review to integrate the affected

departments which were previously concentrated with female employees?

A Yes, that's correct.

Q And in that most recent review with respect to Exhibit 6, which would require job validations of all job descriptions, you found that the job standards and job validations had not yet been completed, is that correct?

A That's correct.

MR. MC CORMICK: Your Honor, these are documents in evidence. They have their findings in writing.

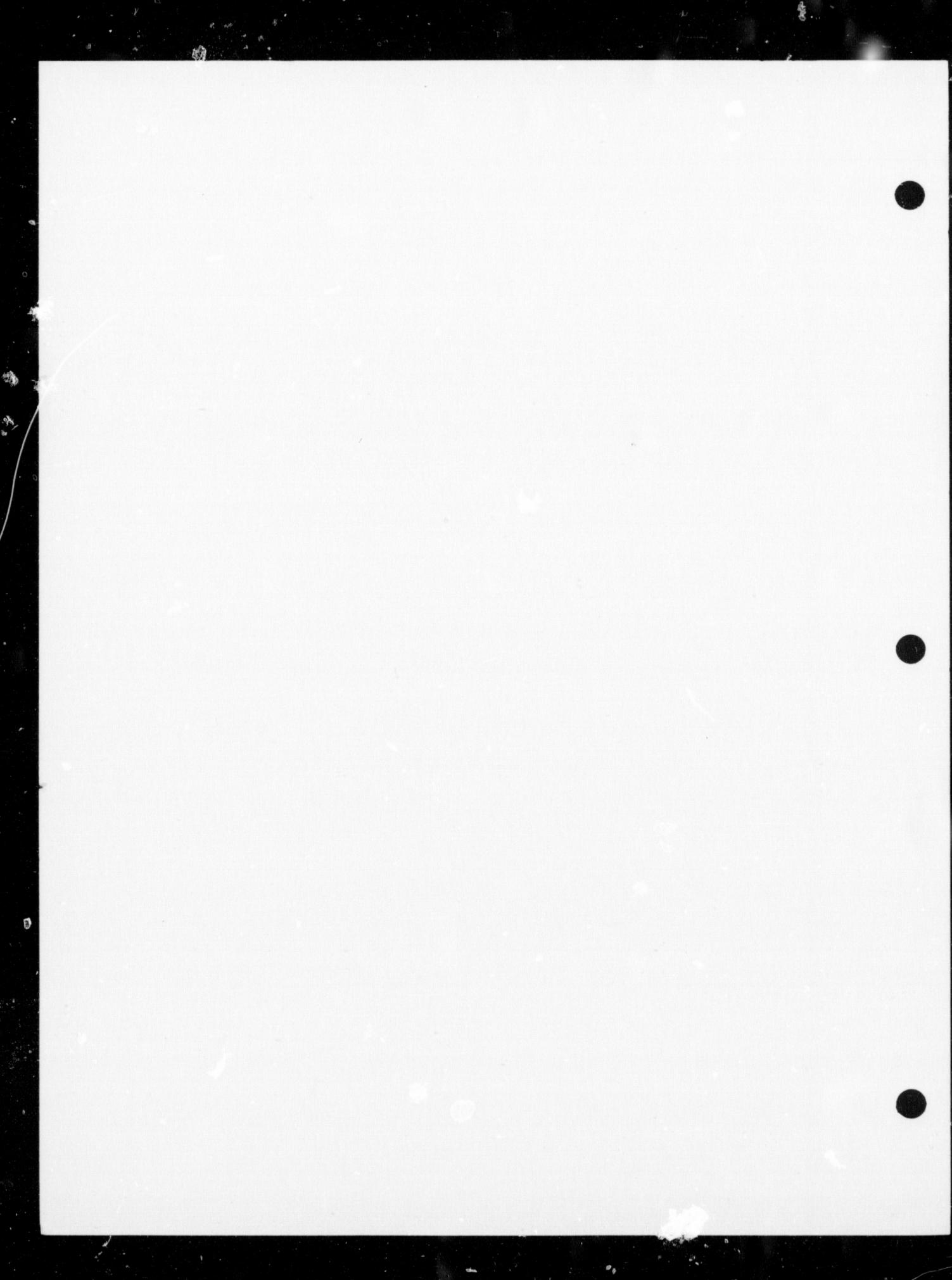
THE COURT: All she is doing is calling them to my attention.

Q Now prior to 1971, which you indicated was the date when sex discrimination became a part of the prohibition of Executive Order 11246, sex discrimination had been illegal in employment in this country since 1964, had it not?

THE COURT: That depends on the law, and I certainly don't have to have him tell me what the law is. I may not know it, but I can look it up. He can't tell me.

Q It is a fact, and you know, do you not --

THE COURT: If it is a fact, it is because



UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NEW YORK

GENESEE VALLEY CHAPTER OF THE NATIONAL
ORGANIZATION FOR WOMEN, et al

Plaintiffs,

AFFIDAVIT

-v-

Civil Action
No. 74-522

ELISHA C. FREEDMAN, individually, and as
City Manager of the City of Rochester, et al

Defendants.

ELISHA C. FREEDMAN, being duly sworn, deposes and says:

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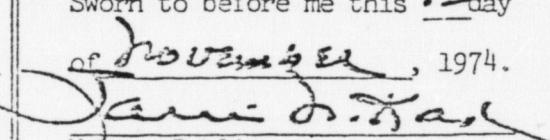
1. I am the duly appointed City Manager of the City of Rochester and make this affidavit in opposition to the motion of the plaintiffs herein for a preliminary injunction regarding the elevation of the statue of Mercury in this matter.
2. In April, 1974, the subject of making an arrangement with Lawyers Cooperative Publishing Company to display publicly the City-owned statue of Mercury was discussed informally with members of the City Council. However, the specific legal form of the arrangement was not discussed because formal action by the City Council at a regular meeting was not required for the arrangement since the expenditure of public funds was not involved.
3. In my capacity as chief administrative officer of the City of Rochester, I executed the Lease herein on behalf of the City with Lawyers Cooperative Publishing Company. No formal action or approval by the City Council or the Comptroller (now Director of Finance) is required on the Lease that does not involve the expenditure of public funds. No public funds have been or will be expended in the repair and public display of the statue of Mercury, nor does the Lease involved herein create any financial obligation of any kind for the City of Rochester. The form of the Lease was approved by the Corporation Counsel, as required by law, and his signature appears on the Lease.



Elisha C. Freedman

Sworn to before me this 12 day

of November, 1974.


Notary Public

Louis N. Kash
NOTARY PUBLIC, State of N. Y., Monroe Co.
My Commission expires March 30, 19...

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

GENESEE VALLEY CHAPTER OF THE
NATIONAL ORGANIZATION FOR WOMEN
AND EULA LEE BLOWERS,

Plaintiffs,

-vs-

ELISHA C. FREEDMAN, THOMAS P. RYAN,
JR., THOMAS GOSNELL AND LAWYERS
COOPERATIVE PUBLISHING COMPANY, INC.,

AFFIDAVIT IN
OPPOSITION TO
APPLICATION
FOR TEMPORARY
INJUNCTION

CIV 74-522

Defendants.

STATE OF NEW YORK:
COUNTY OF MONROE : SS:
CITY OF ROCHESTER:

THOMAS GOSNELL, being duly sworn, deposes and
says:

1. I am President of The Lawyers Cooperative Publishing Company and am familiar with the facts of this action.
2. On or about April 30, 1974, defendant Lawyers Cooperative Publishing Company entered into an agreement with the City of Rochester, a copy of which is annexed to plaintiffs' complaint herein as Exhibit E.
3. In the performance of this agreement, without cost to the City of Rochester, defendant Lawyers Cooperative Publishing Company has spent approximately \$150,000.

4. In the performance of said agreement, Lawyers
119 Cooperative Publishing Company has had the statue of Mercury
refurbished by Spring Sheet Metal Company at a cost in the
neighborhood of \$9,000.

5. In the performance of said agreement, Lawyers
Cooperative Publishing Company has had a pedestal tower constructed
on its building as a pedestal for the public display of
Mercury, at a contract price of \$112,500.

6. In connection with the erection of the statue
of Mercury, scheduled for this Friday, November 15, 1974,
Lawyers Cooperative Publishing Company has arranged for appropriate
public ceremonies, and has also arranged for a reception
to be held at The Flagship Rochester. Invitations to such
reception have been sent to approximately 1,500 people. A copy
of the invitation and announcements are annexed hereto. It is
anticipated that the cost of this reception will be in the neighborhood of \$9,000. In addition, Lawyers Cooperative Publishing Company has expended approximately \$5,000 in advance preparations for this reception, and is spending approximately \$2,000 for public advertisements in the Democrat & Chronicle, The Times-Union and The Brighton-Pittsford Post. Should plaintiffs' request for a temporary injunction be granted, Lawyers Cooperative Publishing Company would be damaged at least in the amount of \$16,000 by reason of the cancellation of the public ceremonies and reception attendant upon the erection of Mercury.

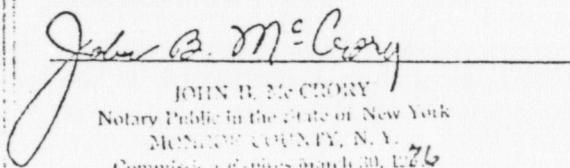
7. The erection of the statue of Mercury on November 15, 1974 does not permanently affix said statue to the pedestal tower upon which it rests. In fact, paragraph 3 of the April 30, 1974 agreement between Lawyers Cooperative Publishing Company and the City of Rochester, specifically

provides that Lawyers Cooperative Publishing Company "shall remove the statue from its place of public display whenever it deems it desirable to repair, refurbish, restore or otherwise work on the statue ..." Should this Court grant a final injunction in this case, said statue could easily be removed from its pedestal tower. 12



THOMAS GOSNELL

Sworn to before me
November 12, 1974.


JOHN B. McCRORY
Notary Public in the State of New York
MONMOUTH COUNTY, N. J.
Commissioned October 30, 1976

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

GENESEE VALLEY CHAPTER OF THE
NATIONAL ORGANIZATION FOR WOMEN
AND EULA LEE BLOWERS,

Plaintiffs,

-vs-

ELISHA C. FREEDMAN, THOMAS P. RYAN,
JR., THOMAS GOSNELL AND LAWYERS
COOPERATIVE PUBLISHING COMPANY, INC.,

AFFIDAVIT IN
OPPOSITION TO
APPLICATION
FOR TEMPORARY
INJUNCTION

CIV 74-522

Defendants.

STATE OF NEW YORK:
COUNTY OF MONROE : SS:
CITY OF ROCHESTER:

DONALD S. BENNETT, being duly sworn, deposes and
says:

1. I am a Vice President and Director of Personnel
of The Lawyers Cooperative Publishing Company and am familiar
with the facts of this action, and I am also familiar with the
facts of the following sex discrimination suits pending before
this Court:

Eula Lee Blowers v. Lawyers Cooperative
Publishing Company, Donald Bennett,
Charles Donner and Robert Fien
CIV 1973-47

Patricia Loughney and Genesee Valley
Chapter of the National Organization for
Women v. Lawyers Cooperative Publishing
Company, Inc.

CIV 1973-238

Mary Nageotte, Vincenza Linda Grice,
Pascha Baker, Pat Prusak, Ellen Michelson,
Elizabeth Ares, Margaret Moulton, Beverly
Neatrour, Virginia Sweeney and Genesee
Valley Chapter of The National Organiza-
tion for Women v. The Lawyers Cooperative
Publishing Co., Inc.

CIV 1973-346

2. At no time has the United States Equal Employ-
ment Opportunity Commission investigated any charge of discrimina-
tion against Lawyers Cooperative Publishing Company.

3. No representative of the United States Equal
Employment Opportunity Commission has ever contacted me or any
other representative of Lawyers Cooperative Publishing Company
with reference to sex discrimination charges pending before the
EEOC or now pending before the United States District Court for the
Western District of New York, including the charge of Eula Lee
Blowers.

4. Defendant Lawyers Cooperative Publishing
Company is a Federal contractor. The Defense Supply Agency
of the Department of Defense is the Compliance Agency charged
by the Office of Federal Contract Compliance with supervision
of Lawyers Cooperative Publishing Company to assure compliance
with Federal discrimination laws. Said Compliance Agency has
conducted extensive compliance reviews annually of defendant
Lawyers Cooperative Publishing Company. Said defendant has filed
Affirmative Action Programs annually to Federal authorities,
as required by law. These programs have been accepted by the
Federal Government each year.

5. There has never been any finding by any
Federal agency that defendant Lawyers Cooperative Publishing
Company has been guilty of any discrimination. The penalty
provided for such finding by Federal authority is debarment of

the offender from any Federal contracts. Defendant Lawyers Cooperative Publishing Company has never been debarred from contracting with the Federal Government.

6. The three legal actions described above, in paragraph 1, each allege sex discrimination complaints against defendant Lawyers Cooperative Publishing Company. None of said actions has been determined, and there has been no determination by this Federal Court, or by any other Court, adjudicating Lawyers Cooperative Publishing Company guilty of any employment discrimination.

7. The New York State Division of Human Rights, upon complaint of the employees who are plaintiffs in the three pending actions in this Court, made a finding of "probable cause." This administrative finding by the State Division of Human Rights was based upon its unilateral investigation, without participation by Lawyers Cooperative Publishing Company as an adverse party. The public hearing to determine the facts, and to consider possible violations of law, is still pending, and has never been determined. By ordering these claims to a public hearing, the State Division of Human Rights has determined only that questions of fact exist related to claims of sex discrimination in employment, requiring adjudication through a public hearing. Lawyers Cooperative Publishing Company is defending the claims brought in the State Division of Human Rights. There has never been a determination by the State Division of Human Rights, or by any other administrative agency, that Lawyers Cooperative Publishing Company has been guilty of sex discrimination in employment.

8. Since claims of sex discrimination in employment were first made against Lawyers Cooperative Publishing Company in 1971, said defendant, with the expert aid of an outside inde-

pendent firm of management consultants, has conducted an extensive examination of each job classification within the Lawyers Cooperative Publishing Company. This study was conducted as part of Lawyers Cooperative Publishing Company's compliance efforts under the Federal discrimination laws. As a result of this two-year study, Lawyers Cooperative Publishing Company instituted, effective January 1, 1974, a new wage structure for its employees based upon the results of the two-year study.

Whatever may have been the status of Lawyers Cooperative Publishing Company prior to January 1, 1974, when the existing claims of discrimination in employment were made, such claims do not and cannot relate to the situation as it exists today.

Donald S. Bennett
DONALD S. BENNETT

Sworn to before me

November 13, 1974.

John B. McCrory
JOHN B. McCRORY
Notary Public in the State of New York
MONROE COUNTY, N. Y.
Commission Expires March 30, 1976

We invite you to join with us
in welcoming Mercury's
return to the Rochester skyline.

He will be put in place on his new tower
above The Lawyers Co-operative Publishing Company
at 12:00 noon on Friday, November 15,
Aqueduct Park at Graves and East Main Streets

The Lawyers Co-operative Publishing Company



Mercury. Winged messenger of the gods whose silhouette in the Rochester skyline has been sadly missed for 23 years.

Mercury. Roman god of commerce, manual skills, eloquence, cleverness, travel and, alas, thievery.

Mercury. Twenty-one feet tall, 700 pounds of welded copper. Commissioned by W.H. Kimball and designed by his brother-in-law, T. Guernsey Mitchell.

Mercury. Rochester landmark for almost 70 years, from January 12, 1881, when he perched atop Kimball's Peerless Tobacco Works, to September 19, 1951, when he was taken down to make way for the Community War Memorial.

Mercury. Priceless touch of time who rested 23 years in a warehouse in Charlotte.

Mercury. He's coming back.

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128

125

er
Company
5
treets.

The Lawyers Co-operative Publishing Company
requests the pleasure of your company
at a reception
Friday, the fifteenth of November
at 12:15 p.m.
The Flagship Rochester
Regimental Hall

R.S.V.P.

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CERTIFICATE OF SERVICE

I hereby certify that the foregoing Affidavits in Opposition to Application for Temporary Injunction, Civil Action No. 74-522, has been served on plaintiffs Genesee Valley Chapter of the National Organization for Women and Eula Lee Blowers, by my causing a copy to be delivered to their attorney, EMMELYN LOGAN-BALDWIN, 510 Powers Building, Rochester, New York 14614, and the same has also been served on LOUIS N. KASH, Corporation Counsel, City Hall, Rochester, New York 14614, on November 12, 1974.

NIXON, HARGRAVE, DEVANS & DOYLE

By John B. McCrory
John B. McCrory
Attorneys for Defendants
Lincoln First Tower
Rochester, New York 14614
(716) 546-8000

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NEW YORK

128

GENESEE VALLEY CHAPTER OF THE NATIONAL
ORGANIZATION FOR WOMEN, et al

Plaintiffs

-v-

ELISHA C. FREEDMAN, individually, and as
City Manager of the City of Rochester, et al

*
* SUPPLEMENTAL
* AFFIDAVIT IN
* SUPPORT OF MOTION
* FOR PRELIMINARY
INJUNCTION
* Civil Action No.
* 74-522

Defendants

*

STATE OF NEW YORK)
COUNTY OF MONROE) SS:
CITY OF ROCHESTER)

Sheila Molnar and Eula Lee Blowers, being duly sworn,
according to law, depose and say:

1. Sheila Molnar alleges that she is the co-president of
the Genesee Valley Chapter of the National Organization For Women,
one of the plaintiffs in this action. She submits this affidavit
in further support of the application of the plaintiffs in the
above-noted action for preliminary injunction restraining the per-
formance by the defendants of a contract to lease Mercury statue
to defendant Lawyers Cooperative Publishing Company perpetually.

2. Eula Lee Blowers, individually, alleges that she is
one of the plaintiffs in the above-noted matter. She makes this
affidavit in further support of the application of the plaintiffs
for preliminary injunction restraining the performance by the de-
fendants of a contract to lease Mercury statue to defendant Lawyers
Cooperative Publishing Company perpetually.

3. This affidavit is submitted in particular response to
the affidavit of defendant Elisha C. Freedman dated November 12,
1974, the affidavit of defendant Thomas Gosnell, dated November 12,
1974, and the affidavit of Donald S. Bennett, Vice-president and

employee of defendant Lawyers Cooperative Publishing Company, dated

129 November 13, 1974 - copies of said affidavits being served on plaintiffs' attorney between 4:30 p.m. and 5:00 p.m. on November 12, 1974, according to our attorney.

4. The affidavit of defendant Freedman confirms our allegations that the lease-contract between the defendants for the perpetual leasing of the public property, Mercury statue, was entered into among the defendants without there being any competitive bidding, without the lease-contract being approved by the Rochester City Council, without the lease-contract being approved by the City Comptroller and without the lease-contract containing the language required for such contract, as set forth in §220-e of the Labor Law of the State of New York and regulations adopted thereunder. It is also apparent that the people's elected representatives, members of the Rochester City Council, had only the vaguest of notions of the undertaking of the perpetual lease of the City symbol, City landmark, Mercury statue, since defendant Freedman can recall only an informal discussion about "making an arrangement with Lawyers Cooperative Publishing Company to display publicly the City-owned statue of Mercury."

5. The legal conclusions of defendant Freedman that no formal action or approvals were required prior to the execution of the lease by him should be disregarded. We are informed and believe, from discussions with our attorney, that the City of Rochester Municipal Code requires formal procedures and approvals even where there is no expenditure of funds from the City treasury, for example, formal approvals are still required where the City would dispose of surplus property.

6. We dispute the suggestion that "No public funds have been or will be expended in the repair and display of the statue of Mercury, nor does the Lease involved herein create any financial

"obligation of any kind for the City of Rochester." Such statement leaves unanswered the question of whether public funds have been expended and are being expended for the storage and transportation of the Mercury statue. The public display of this statue under the lease herein certainly creates a financial obligation of the City to furnish police and fire protection of the statue since the lease holds Lawyers Cooperative Publishing Company harmless from risk of hazard and theft.

7. The Mercury statue is a symbol of the City of Rochester, a landmark of the City of Rochester, a treasure of the City of Rochester. Defendants Gosnell and Lawyers Cooperative Publishing Company have acknowledged the same in their invitation to some persons for the anticipated ceremony for the public display of Mercury on Friday, November 15, 1974. Mercury is described as the "winged messenger of the gods whose silhouette in the Rochester skyline has been sadly missed for 23 years." Further, he is described as a "Rochester landmark for almost seventy years" and a "priceless touch of time". (See attachment to defendant Gosnell and Lawyers Cooperative Publishing Company affidavits.)

8. The lease-contract for the perpetual display of Mercury represents thousands of dollars in public treasure. It is inaccurate, therefore, for defendant Freedman to contend that no public funds are involved in this transaction.

9. Defendant Gosnell in his affidavit alleges that the extent of money damage that would be suffered by defendants Gosnell and Lawyers Cooperative Publishing Company by reason of the granting of the preliminary injunction requested herein would be \$16,000.00 (sixteen thousand dollars). The \$16,000.00 is composed of "in the neighborhood of \$9,000.00" for a reception, "approximately \$5,000.00" expended in advance preparation for the reception and "approximately \$2,000.00" for public advertisements. Obviously the \$2,000.00 cost

of advertising will not need be incurred at this time if the court grants the preliminary injunction. If and when Lawyers Cooperative Publishing Company is in compliance with the laws against discrimination in employment and has a valid lease for Mercury, the ads be placed and that money expended. The reception has not taken place and therefore the \$9,000.00 for the reception has not been expended and defendants Gosnell and Lawyers Cooperative Publishing Company would not be damaged to that extent if the court grants this injunction. Again, if and when Lawyers Cooperative Publishing Company ceases discriminating in employment and has a valid lease for the Mercury statue, it can expend its \$9,000.00 on a reception.

10. Of the total \$16,000.00 that defendants Gosnell and Lawyers Cooperative Publishing Company would claim to be actual money damages as a result of the granting of this injunction, only approximately \$5,000.00, that which it attributes to "advance preparations for the reception," has been expended. As pointed out in our verified complaint and in the papers previously filed with this court, plaintiffs have made every good faith effort to find out about the "arrangement" between the defendants for the display of Mercury. Because of the failure of the defendants to execute this contract in compliance with law and in public view, the effort to ascertain the substance of the lease was difficult. Plaintiffs have made public their complaints since at least July 15, 1974 and have formally notified all defendants in writing of those complaints. Notwithstanding the formal and direct notification by the plaintiffs to the defendants of the illegality and unconstitutionality of the lease, the defendants assumed the risk of acting upon the questioned lease.

11. The balance of the approximately \$150,000.00 (one hundred fifty thousand dollars) that defendants Gosnell and Lawyers Cooperative Publishing Company suggest has been involved on their

part in performing the lease agreement is, as these defendants 132 concede in their affidavit, not loss or damage to them upon the granting of the preliminary injunction herein. Assuming that the actual refurbishing of the statue has cost \$9,000.00 and the actual cost, as opposed to the contract cost, of the pedestal is \$112,500.00, both the statue and pedestal await the day when defendant Lawyers Cooperative Publishing Company has ceased discrimination and a lease agreement has been executed pursuant to law.

12. Plaintiffs do not accept the approximated, rounded figures of expenditures offered by defendants Gosnell and Lawyers Cooperative Publishing Company. Specific submission to the court

of statement of actual expenditures with particular breakdown for particular expenditures would be necessary for defendants Lawyers Cooperative Publishing Company and Gosnell to support claim of actual monetary damage by reason of the granting of the preliminary injunction.

13. We differ with defendant Gosnell on the effect of placing the Mercury statue on the private property of Lawyers Cooperative Publishing Company on November 15, 1974. The fixing of that statue in place on that day will be such as to hold it in place against the wind and elements of Rochester. The last placement of Mercury was one which lasted seventy years. We are informed and believe from our background research on the history of the display of the Mercury statue that the damage to Mercury which has needed particular repair now is not so much the wear and tear from the previous seventy years of exposure to the elements but repair of the damage to the statue in removing it from its previous perch on the City Hall Annex.

14. The great hullabaloo which Lawyers Cooperative Publishing Company plans incidental to its placing the public property, Mercury statue, on its private property, as evidenced from defendant

Cosnell's affidavit and copy of invitation, is one particularly compelling reason for the granting of the preliminary injunction. As previously noted, the Mercury statue is a symbol of the City of Rochester, a public treasure, a public landmark. The leasing by defendants Freedman and Ryan to an entity which discriminates makes a landmark of private property. The attendant fanfare for this occasion participated in by all defendants, both public and private, accentuates the illegal and unconstitutional partnership among the defendants.

15. With respect to the Bennett affidavit, he is incorrect in his representation of the involvement of the Equal Employment Opportunity Commission. The Equal Employment Opportunity Commission has, since almost the inception of Blowers, individually and on behalf of all other persons similarly situated v. Lawyers Cooperative Publishing Company, Inc., et al, Civil Action No. 1973-47, in this court, participated as amicus curiae. The Commission's participation as amicus curiae in this case and therefore the familiarity of its attorneys with the case, led it, we are informed and believe, to certify the case as one of general public importance. See Exhibit I, attached to the verified complaint and paragraph 30 of the complaint. Thus, the Equal Employment Opportunity Commission has pending before this court an application to intervene in the Title VII lawsuit. From a review of the pleadings in the Blowers case and the proposed complaint of the Commission, it is apparent that the Commission makes the same charges of employment discrimination against Lawyers Cooperative Publishing Company that plaintiff Blowers has made and that the Commission requests, in substance, the same relief that plaintiff Blowers is requesting. On the basis of the pleadings filed with this court, the Commission is asking to intervene in the Blowers lawsuit to assert the interest of the Commission in ending the Lawyers Cooperative Publishing Company discrimination - such discrimination having a national impact.

16. Contrary to what Mr. Bennett suggests in his affidavit,
particularly at paragraphs 4 and 5, we understand, from reviewing
the sworn testimony of the Defense Supply Agency, Compliance Officer,
Millard Rutherford, before the court in the Blowers case, that act-
ing to investigate the complaint of the Genesee Valley Chapter of
the National Organization For Women of unlawful employment practices,
he found class-wide, company-wide discrimination. (See excerpts of
Mr. Rutherford's testimony, Exhibit J to complaint and Exhibits B
through D in attorney affidavit.)

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17. The Lawyers Cooperative Publishing Company Affirmative
Action Programs have not been "accepted each year" as Mr. Bennett
suggests. In fact, because of the discrimination found on investi-
gating of the N.O.W. complaint, we are informed and believe, from
the testimony before this court in the Blowers case, that the De-
fense Supply Agency issued a letter to show cause to Lawyers Cooper-
ative Publishing Company to explain why its federal contracts
should not be terminated. See letters attached hereto and made a
part hereof as Exhibit A.

18. To avert the cutting off of their government contracts,
Lawyers Cooperative Publishing Company undertook activities out-
lined in their Affirmative Action Programs and in a subsequent let-
ter to the Defense Supply Agency. See Affirmative Action Programs
previously incorporated by reference and which Programs are in the
possession of the court; see also Exhibit J attached to the verified
complaint.

19. The resulting finding of "compliance" by the Defense
Supply Agency upon the promise of action to correct admitted dis-
crimination by Lawyers Cooperative Publishing Company did not and
does not mean that there is no discrimination, as Mr. Rutherford
in his testimony makes clear. See excerpts of testimony attached
hereto and made a part hereof as Exhibit B. Mr. Rutherford testi-
fied that there has been minimal progress by Lawyers Cooperative
Publishing Company since the investigation of the N.O.W. complaint.

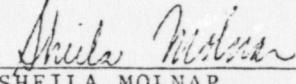
There is no current finding of compliance since the Defense Supply Agency has suspended its compliance review. See excerpts of transcript attached to attorney's affirmation as Exhibits B-D. As our attorney previously pointed out in affirmation of November 11, 1974 documents attached to the 1974 Affirmative Action Program of Lawyers Cooperative Publishing Company reveal that Lawyers Cooperative Publishing Company has not co-operated with the federal government in making information available to federal investigators seeking to confirm present employment practices.

20. Mr. Bennett's suggestion that the finding of "probable cause" was based on a unilateral investigation of the New York Division of Human Rights, without participation by Lawyers Cooperative Publishing Company as an adverse party, is misleading, at best. Eula Lee Blowers alleges on personal knowledge and Sheila Molnar alleges on information and belief, that the investigation of the New York State Division of Human Rights involved both the complainants and representatives of Lawyers Cooperative Publishing Company discussing the various allegations and answers to allegations of discrimination in confrontation conferences in the presence of Division investigators and lawyers for both sides. Eula Lee Blowers and Sheila Molnar both allege on information and belief that, in addition to these conferences, investigators of the New York State Division of Human Rights visited both the Webster and Rochester, New York facilities of Lawyers Cooperative Publishing Company to make on-sight observations of employee practices. The Division investigators additionally examined company documents and made copies of company documents to verify employment practices.

21. The "extensive examination of each job classification within Lawyers Cooperative Publishing Company", referred to by Mr. Bennett in paragraph 8 of his affidavit, is, as indicated by Exhibit J attached to the verified complaint, the review mandated by

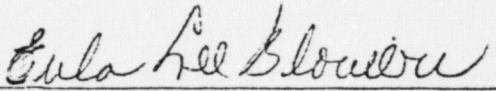
the Defense Supply Agency as a condition to averting immediate 128
cancellation of federal government contracts. As previously noted,
the Defense Supply Agency has suspended its present review of Law-
yers Cooperative Publishing Company. And Lawyers Cooperative Pub-
lishing Company is apparently not co-operating in verifying its
current employment practices. The certification of the Blowers
lawsuit against Lawyers Cooperative Publishing Company as one of
general public importance and the application of the Commission to
intervene in the Blowers lawsuit as a plaintiff making the same
allegations and requesting the same relief, in substance, as plain-
tiff Blowers, all occurred subsequent to January 1, 1974, when Mr.
Bennett suggests discrimination at Lawyers Cooperative Publishing
Company might have ended.

22. We respectfully request that the court grant our appli-
cation for preliminary injunction.

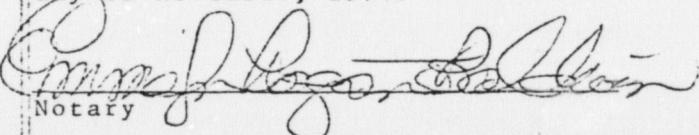

SHEILA MOLNAR

Sworn to before me this 13th
day of November, 1974.


Notary JANET M. DOSTAL
NOTARY PUBLIC, State of N. Y., Monroe Co.
My Commission Expires March 30, 1975

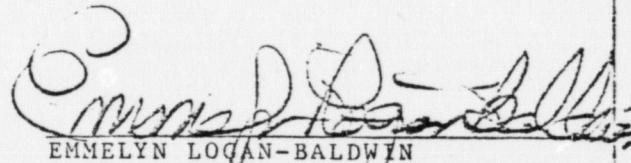

EULA LEE BLOWERS

Sworn to before me this 13th
day of November, 1974.


Notary

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Supplemental Affidavit In Support of Motion For Preliminary Injunction has been served on the defendants, Elisha C. Freedman, City Manager of the City of Rochester, and Thomas P. Ryan, Jr., Mayor of the City of Rochester, by my causing a copy thereof to be served on their attorney, City Corporation Counsel Louis N. Kash at the City Hall, Rochester, New York on November 13, 1974 and the same has also been served on defendants, Thomas Gosnell, President of Lawyers Cooperative Publishing Company, and Lawyers Cooperative Publishing Company by my causing a copy thereof to be served on their attorneys, Nixon, Hargrave, Devans & Doyle, Lincoln First Tower, Rochester, New York, John B. McCrory, Esquire, of counsel, on November 13, 1974.



EMMELYN LOGAN-BALDWIN
Attorney For Plaintiffs
Office and Post Office Address
510 Powers Building
Rochester, New York 14614
Telephone: 716-232-2292

November 13, 1974

EXHIBIT A





DEFENSE SUPPLY AGENCY
DEFENSE CONTRACT ADMINISTRATION SERVICES REGION, BOSTON
666 SUMMER STREET
BOSTON, MASS. 02210

IN REPLY
REFER TO DCRB-V

25 April 1972 4/25 PM
Recd

Mr. Thomas Gosnell, President
Lawyer's Cooperative Publishing Company
Rochester, New York 14603

Dear Sir:

Lawyer's Cooperative Publishing Company has agreed, pursuant to the Equal Employment Clause of United States Government contracts, to comply with all provisions of Executive Order 11246 and the rules, regulations and relevant orders of the Secretary of Labor. The applicable regulations, 41 Code of Federal Regulations, Chapter 60-1 and 60-2, require each prime contractor and subcontractor subject to Executive Order 11246 to develop at every facility of his company a written affirmative action compliance program in accordance with the criteria contained in the referenced regulation.

It has been determined as of 24 April 1972 that the Lawyer's Cooperative Publishing Company facility at 1 Aqueduct Street, Rochester, New York 14603 does not have a written affirmative action program which meets the requirements of Executive Order 11246 and the implementing regulations, 41 CFR 60-1 and 60-2. Your affirmative action program has been found deficient in that it failed to address itself to Order #4 Revised.

This statement of deficiencies is not necessarily a complete report of all deficiencies that may exist throughout your company. If further deficiencies are noted at the referenced facility or some other facility of your company, such deficiencies will be treated concurrently with the deficiencies noted herein under the provisions of this letter.

Pursuant to 41 CFR 60-2.2(b), the Lawyer's Cooperative Publishing Company will not be considered a responsible bidder on any contract exceeding \$10,000 at any facility of the company unless the contracting officer can affirmatively determine that the Lawyer's Cooperative Company is, at the time of the proposed award, able to comply with the applicable regulations as cited herein.

p-9 EV

DCRS-V
Mr. Thomas Gosnell

Further, in accordance with 41 CFR 60-2.2(e), you are hereby given thirty (30) days from date of receipt of this letter to show cause why enforcement proceedings under Section 209 (b) of Executive Order 11246, as amended, should not be instituted.



M. W. HARRIS
Captain, SC, USN
Commander



DEFENSE SUPPLY AGENCY
DEFENSE CONTRACT ADMINISTRATION SERVICES REGION, BOSTON
666 SUMMER STREET
BOSTON, MASSACHUSETTS 02210

IN REPLY
REFERRED TO DCRB-V

5/12/72
9 May 1972

Mr. Thomas Gosnell
President
The Lawyers Co-operative Publishing Company
Rochester, New York 14603

Dear Mr. Gosnell:

This is in response to your letter of 1 May in which you indicate a lack of knowledge of specific deficiencies existing in your revised AAP.

The technique of verbally outlining deficiencies to a contractor, as afforded by Mr. Rutherford, is one which has been followed successfully by this office. This method provides for discussion and full understanding of the deficiencies and more prompt notification than would be possible with written evaluations.

In view of your request for specifics, the following are quoted from Mr. Rutherford's report of visit:

a. Your Equal Employment Opportunity Policy has not been revised to include the word "training" (60-2.20 (a) (l)).

This plan did not recognize corrective action necessary to include females into under-utilized areas; namely, managerial positions (60-2.112 (h)).

b. Your company-sponsored recreation and social programs were separated for male and female employees (60-2.24 (g)).

c. Your plan failed to make reference to recruiting goals to achieve female representatives in specific job classifications (60-2.12 (h)).

d. Recruitment techniques were not developed sufficiently to attract female candidates (60-2-24 (e) (l)).

e. Your goals outlined in the Plan were not set with the proper job classification analysis as required by Order #4 Revised (60-2.11 (a), 60-2.2 (a) (h)).

P-II EV

DCRB-V
Mr. Thomas Gosnell

9 May 1972

f. Positive attention has not been paid to the differential between Senior Advance Reader Classifications and the correspondent position.

g. Your plan does not address itself to the fact that various departments indicate positions held by women are at the lower salary grades while men employees hold the higher salary positions.

h. There are no females nor minority groups in managerial or supervisory positions to which your plan has failed to address itself.

In regard to Reference 41 CFR 60-2.2 (e), reference was a typographical error, and should have made reference to Paragraph (c).

I sincerely hope that we will be able to work out these deficiencies in a minimum of time.

If this office may be of any further assistance, please feel free to request it.

Sincerely,



M. W. HARRIS
Captain, SC, USN
Commander

EXHIBIT B

Q Does a finding of compliance mean there is no discrimination?

A No, it doesn't.

MS. LOGAN-BALDWIN: Would you mark this for identification?

(Plaintiff's Exhibit 31 marked for identification.)

Q I'm showing you Plaintiff's Exhibit 31 marked for identification. Is that a report which you have made subsequent to the previous two Exhibits, P-29 and P-30 in connection with your review of Lawyers Cooperative Publishing Company's compliance with your agency's commitments towards non-discrimination?

A Yes. This is a Progress Evaluation Report.

Q And give me the date of that report?

A This is the 30th of January, 1973.

Q Now where are the problems which have been isolated in the previous reports? Specifically, with respect to the validating job descriptions as described in Exhibit 6, what did you find in 1973 as to the company's progress on validating jobs?

MR. MC CORY: Your Honor, I think the Exhibit speaks for itself.



you didn't see?

THE WITNESS: The show cause.

THE COURT: You said you didn't see it.

A Yes, but I know basically --

THE COURT: You know what it is supposed to have said?

A I know basically what the terminology should be and the time frame for that to happen.

THE COURT: No matter what matter it should be, there was an actual letter?

A That's correct.

THE COURT: And that letter is in evidence, isn't it?

MS. LOGAN-BALDWIN: It is, Your Honor; the show cause letter is one of the Exhibits.

REDIRECT EXAMINATION CONTINUED

BY MS. LOGAN-BALDWIN:

Q With respect to your compliance report, checking a block on this report which says "Compliance," does that mean that you have found no discrimination?

A No.

MR. MC CRORY: Objection, Your Honor.

THE COURT: Now he has already explained

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that in detail that compliance means that he recommended compliance but that doesn't mean they are going to comply to what they committed themselves to in the letter of compliance.

MS. LOGAN-BALDWIN: Yes, Your Honor.

THE COURT: Now he has explained that in detail. I understand that.

MS. LOGAN-BALDWIN: That is all I have.

MR. MC CORY: I have nothing further.

(Witness excused.)

THE COURT: We will take a short recess.

(Recess taken.)

MS. LOGAN-BALDWIN: I will call Mr. Bennett, please.

D O N A L D S . B E N N E T T ,

recalled as a witness by the Plaintiff, having previously been sworn, testified further as follows:

FURTHER REDIRECT EXAMINATION

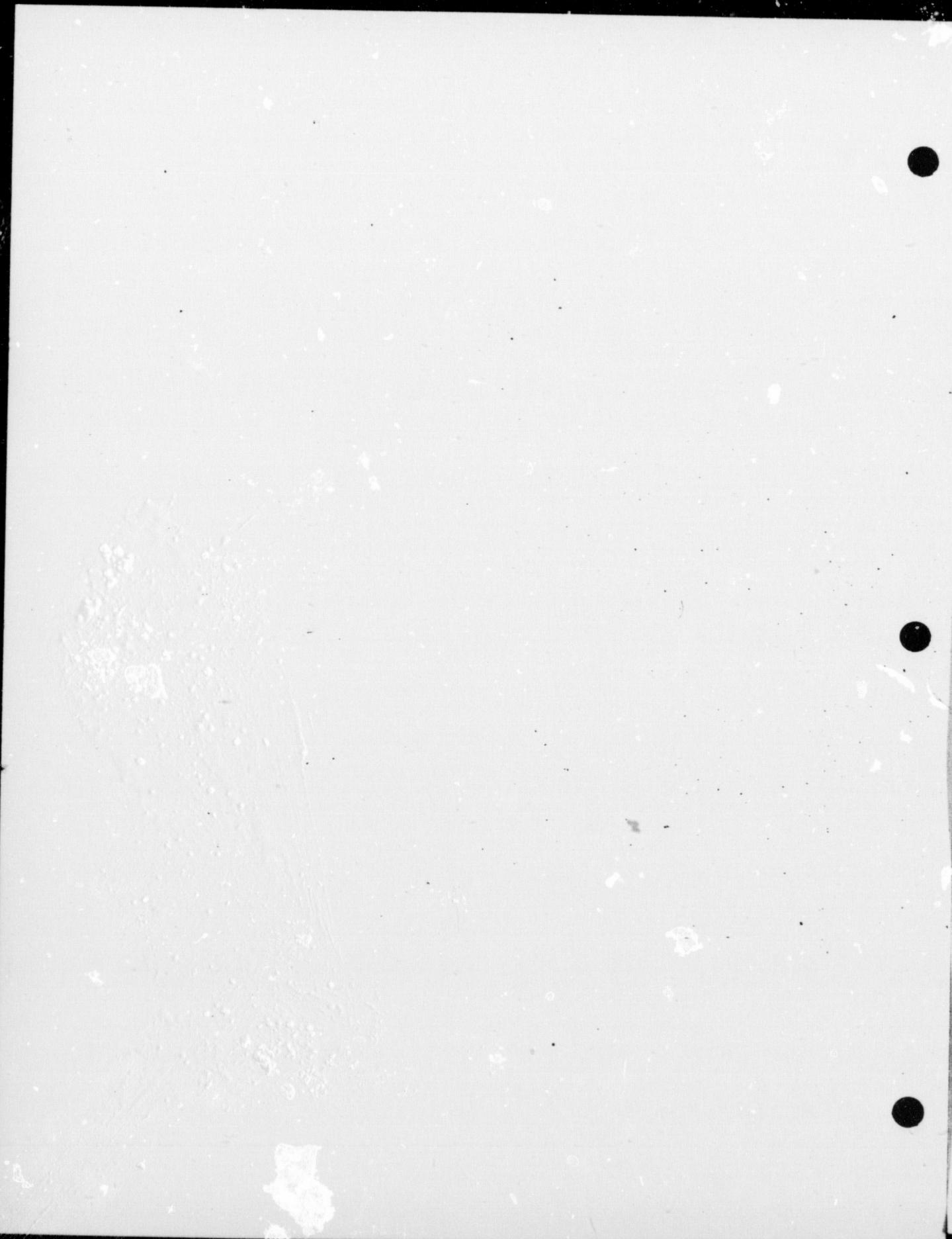
BY MS. LOGAN-BALDWIN:

Q Mr. Bennett, would you state your full name, please?

A Donald S. Bennett.

Q Your address?

A 348 East Lake Road, Putneyville, New York.



UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

GENESEE VALLEY CHAPTER OF THE NATIONAL
ORGANIZATION FOR WOMEN and EULA LEE
BLowers,

Plaintiffs

- vs -

CIVIL 74-522

ELISHA C. FREEDMAN, individually, and as
City Manager of the City of Rochester,
THOMAS P. RYAN, JR., individually, and as
Mayor of the City of Rochester, THOMAS
GOSNELL, individually, and as President
of Lawyers Cooperative Publishing Company,
and LAWYERS COOPERATIVE PUBLISHING
COMPANY, INC.,

Defendants

Emmelyn S. Logan-Baldwin
510 Powers Building
Rochester, N.Y. 14614
Attorney for plaintiffs

Nixon, Hargrave, Devans & Doyle
Lincoln First Tower
Rochester, N.Y. 14603
Attorneys for defendants Gosnell and
Lawyers Cooperative Publishing Company Inc.
(John B. McCrory, of counsel)

Louis N. Kash
Corporation Counsel of the City of Rochester
Attorney for the defendants Freedman, individually
and as City Manager of the City of Rochester
and Thomas P. Ryan, individually and as Mayor
of the City of Rochester.

Hearing on motion for a preliminary injunction.

FINDINGS OF FACT

1. On or about September 3, 1974 plaintiff, Genesee Valley Chapter of the National Organization for Women, by letter, formally advised defendants Gosnell and Lawyers Cooperative Publishing Company of the illegality of the lease arrangement and that complaint of the illegality had been made to Rochester City Counsel (complaint, paragraph 25). By news release of October 31, 1974, appearing in Galley Proofs, a publication of Lawyers Cooperative Publishing Company, Lawyers Cooperative Publishing Company publicized plans of the formal opening of display of the Mercury statue for November 15, 1974 (complaint, paragraph 26).

2. The complaint herein was dated November 7, 1974 and was sworn to November 7, 1974. The ceremony involving the Mercury statue was scheduled for November 15, 1974. The complaint was filed at 2:05 P.M. on Thursday, November 7, 1974. Contemporaneously with the filing of the complaint at the chambers of the undersigned, plaintiffs submitted for signature to the undersigned an order to show cause returnable before this court on Monday, November 11, 1974 at 10:00 A.M. why this court should not grant a preliminary injunction. In the proposed order was contained

- 3 -

a temporary stay. The court did not grant the temporary stay. The motion for a preliminary injunction came on for argument on Monday, November 11, 1974 and was argued orally.

3. Prior to the filing of the complaint as appears above, it had been publicly announced that the ceremony involving the statue was scheduled for Friday, November 15, 1974. The plaintiffs had knowledge prior to the filing of the complaint that the public ceremony on November 15, 1974 had been scheduled and that Lawyers Cooperative Publishing Company had arranged for appropriate public ceremonies and a reception to be held at the Flagship Rochester. R.S.V.P. invitations to such reception had been sent to about 1500 people. The anticipated cost of the reception is about \$9,000.00. Lawyers Cooperative Publishing Company has spent about \$5,000.00 in advance preparation for the reception and is spending about \$2,000.00 for public advertisements in newspapers.

4. At the hearing on November 11, 1974 on this application for a preliminary injunction the plaintiffs rested their application for a preliminary injunction on oral argument and on the filed papers. They neither tendered nor offered any further evidence in support of their application.

- 4 -

5. The plaintiffs state in their application for a temporary stay, which was denied on November 7, 1974, that "the temporary injunction should be granted because unless the defendants are restrained from proceeding with the lease-contract agreement, they will permanently place the Mercury statue atop the private property of defendant, Lawyers Cooperative Publishing Company, thereby frustrating this court's ability to grant the relief to which the plaintiffs are entitled upon full hearing of their claims." I find expressly that this court's ability to grant the relief to which the plaintiffs are entitled to, after a full hearing of their claims, will not be frustrated if this court declines to grant a preliminary injunction.

6. There is no showing that there has been any judgment or administrative determination that Lawyers Cooperative Publishing Company is or has been guilty of discrimination in employment because of sex.

7. The federal government has never declared Lawyers Cooperative Publishing Company ineligible to do business with it.

8. There is no showing that the public display of the Mercury statue will deprive the plaintiffs of any rights under the federal constitution.

- 5 -

9. There is no showing that the erection of the Mercury statue will affect working conditions of employees of Lawyers Cooperative Publishing Company.

10. There is no showing that there is any connection between the erection of the statue and plaintiffs claimed denial of their rights under the federal constitution.

11. There is no showing that plaintiffs will sustain irreparable damages, if this court declines to grant a preliminary injunction.

12. There is no showing on the part of plaintiffs of reasonable probability of success in this action.

13. There is no showing of plaintiffs' need for a preliminary injunction.

CONCLUSION OF LAW

1. Plaintiffs application for a preliminary injunction should be and hereby is in all respects denied.

IT IS HEREBY SO ORDERED.

Harold P. Burke
HAROLD P. BURKE
United States District Judge

November 14, 1974.

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NEW YORK

GENESEE VALLEY CHAPTER OF THE NATIONAL
ORGANIZATION FOR WOMEN, et al

Plaintiffs

-v-

*

*

* MOTION FOR
RECONSIDERATION
AND/OR STAY
PENDING APPEAL

ELISHA C. FREEDMAN, individually, and as
City Manager of City of Rochester, et al

*

*

Civil Action No.
74-522

Defendants

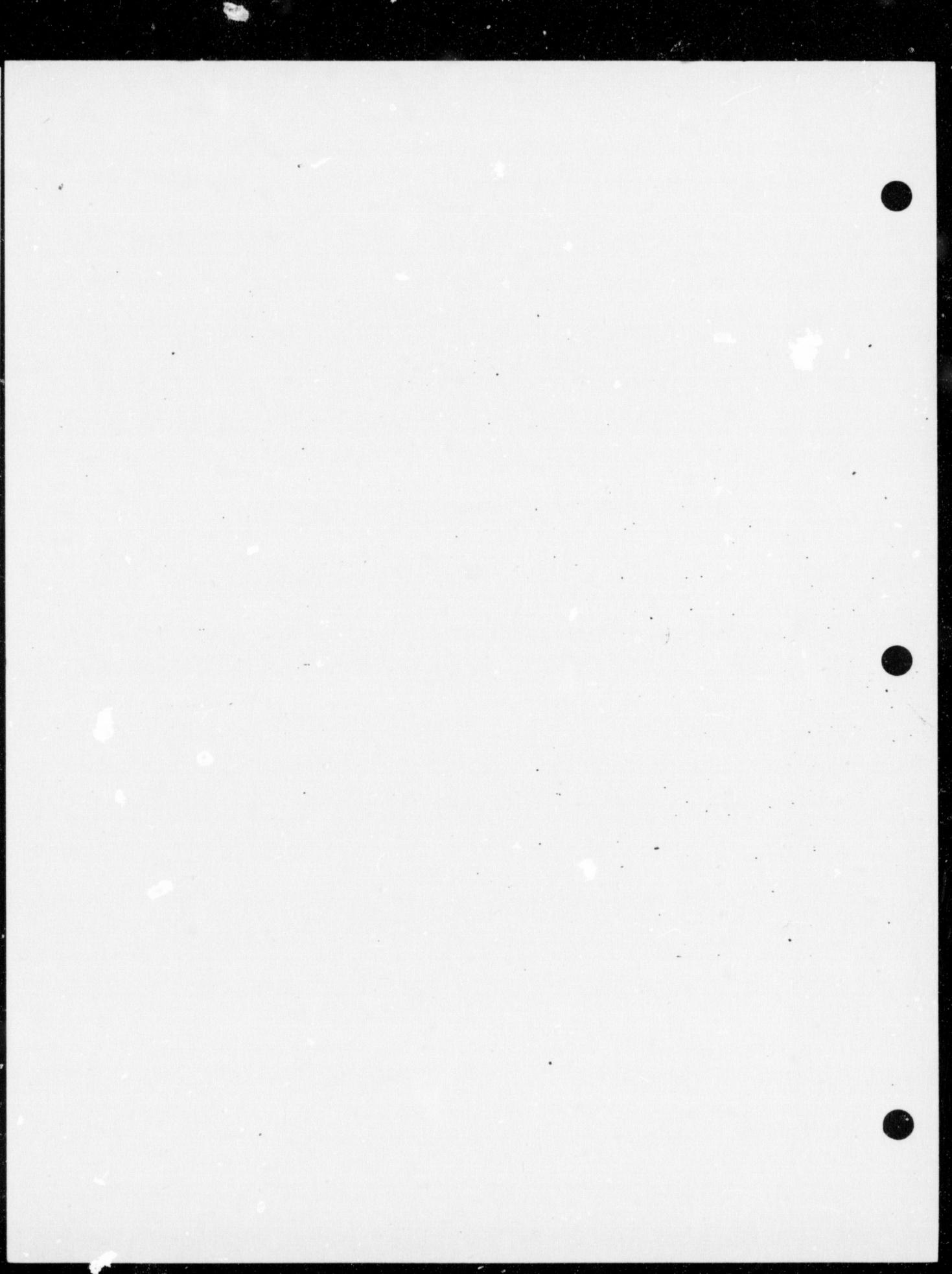
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*

Upon the annexed affirmation of Emmelyn Logan-Baldwin,
Esquire, and all other papers and proceedings had herein, plain-
tiffs in the above-entitled matter move this court, pursuant to
Rule 59 of the Federal Rules of Civil Procedure, for an order
granting reconsideration of the order, entered November 14, 1974,
denying plaintiffs' motion for preliminary injunction. In the
alternative, plaintiffs move this court, pursuant to Rule 62 of
the Federal Rules of Civil Procedure, for an injunction restraining
and enjoining the defendants, and each of them, and their successors
in office, agents, servants, and all employees and others acting
in concert with them or for them from performing any act or taking
any further action to perform the lease-contract agreement for the
display of Mercury statue, pending appeal. Respectfully submitted,


EMMELYN LOGAN-BALDWIN
Attorney for Plaintiffs
Office and Post Office Address
510 Powers Building
Rochester, New York 14614
Telephone: 716-232-2292

November 15, 1974



151
UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NEW YORK

GENESEE VALLEY CHAPTER OF THE NATIONAL
ORGANIZATION FOR WOMEN, et al

Plaintiffs

-v-

ELISHA C. FREEDMAN, individually, and as
City Manager of City of Rochester, et al

Defendants

* AFFIRMATION IN SUPPORT
OF MOTION FOR
RECONSIDERATION
* AND/OR STAY
PENDING APPEAL

* Civil Action No. 74-522

*

*

*

Emmelyn Logan-Baldwin, under penalties of perjury, affirms
the following:

1. I am an attorney at law duly licensed to practice my profession in the State of New York. I am admitted to the bar of this court. I am the attorney for the plaintiffs in the above-noted action. This affirmation is submitted in support of plaintiffs' application for reconsideration of the denial of preliminary injunction and, in the alternative, for an injunction restraining the performance of the lease-contract for the display of public property, Mercury statue, pending appeal.

2. Plaintiffs respectfully suggest that the court has misunderstood plaintiffs' position herein and the substance of documents submitted to the court on this application. Documentary evidence in the possession of the court, including the Affirmative Action Programs of defendant Lawyers Cooperative Publishing Company and letters attached to the moving papers, are admissions of discrimination in employment at Lawyers Cooperative Publishing Company. Additionally, public agencies responsible for investigating employment discrimination in the State of New York and on behalf of the federal government have reviewed the claims of employment discrimination against Lawyers Cooperative Publishing Company and have

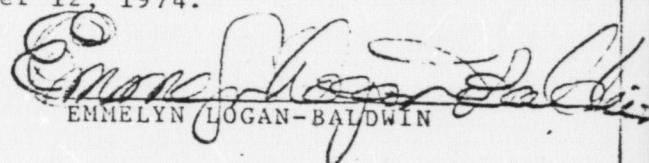
found cause to prosecute these claims on behalf of the State of New York and federal government respectively.

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3. Plaintiffs have a constitutional right to be treated equally under the laws, guaranteed by the Fourteenth Amendment of the Constitution. This right includes the guarantee to the plaintiffs that agents of government will not illegally and unconstitutionally, directly or indirectly, foster discrimination by leasing, contracting, etc., with an entity which discriminates. The lease-contract arrangement between the defendants bestows a public treasure on Lawyers Cooperative Publishing Company, an entity which discriminates, and therefore violates plaintiffs' constitutional rights, among other rights.

4. At the time of the return date which the court directed pursuant to plaintiffs' application for show cause, November 11, 1974, the defendants had filed no affidavits or written opposition whatsoever to the plaintiffs' application for preliminary injunction. The attorneys for defendants briefly made oral argument opposing the injunction. Attorney for defendants Gosnell and Lawyers Cooperative Publishing Company suggested that there ought be a hearing, but the court suggested that it would decide whether a hearing would be necessary. Attorneys for defendants then requested time in which to submit written opposition to the motion. While attorney for plaintiffs understood that that written opposition was to be filed November 12, 1974 in the morning so plaintiffs could respond yet that day, the defendants served no opposing papers on the application for injunction until between 4:30 and 5:00 p.m. on November 12, 1974.

5. Plaintiffs knew of the anticipated public display of
the Mercury statue by reason of the news release in the company
newspaper, The Galley Proofs. Plaintiffs had no knowledge of ex-
penditures for reception, invitations for a reception or publici-
and public advertisements until reading defendant Gosnell's affida-
vit filed late afternoon November 12, 1974.

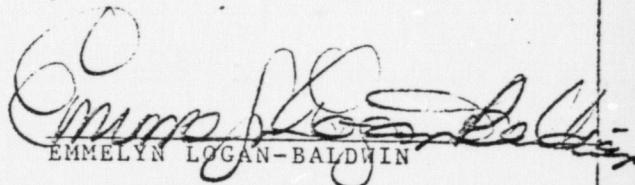


EMMELYN LOGAN-BALDWIN

November 15, 1974
Rochester, New York

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Motion For Reconsideration And/Or Stay Pending Appeal, Civil Action No. 74-522, and Affirmation were duly served on the defendants, Elisha C. Freedman and Thomas P. Ryan, Jr., by my causing a copy thereof to be delivered to their attorney, City Corporation Counsel Louis N. Kash, City Hall, Rochester, New York 14614, and a copy of the same was also duly served on defendants, Thomas Gosnell and Lawyers Cooperative Publishing Company, by my causing a copy thereof to be delivered to John B. McCrory, Esquire, of counsel, Nixon, Hargrave, Devans & Doyle, Lincoln First Tower, Rochester, New York 14614 on this 15th day of November, 1974.



EMMELYN LOGAN-BALDWIN

November 15, 1974

Rochester, New York



UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

155

GENESEE VALLEY CHAPTER OF THE NATIONAL
ORGANIZATION FOR WOMEN AND EULA LEE
BLOWERS,

Plaintiffs,

-vs-

ANSWER

ELISHA C. FREEDMAN, individually, and as
City Manager of the City of Rochester,
THOMAS P. RYAN, JR., individually, and as
Mayor of the City of Rochester, THOMAS
GOSNELL, individually, and as President
of Lawyers Cooperative Publishing Company,
and LAWYERS COOPERATIVE PUBLISHING
COMPANY, INC.,

CIVIL ACTION

NO. 74-511

Defendants.

Defendants Thomas Gosnell and Lawyers Cooperative Publishing Company, for their separate answer to plaintiffs' complaint:

1. Deny the allegations set forth in paragraphs 1 and 2.
2. Deny knowledge or information sufficient to form a belief as to the allegations set forth in paragraphs 3(a), 10, 12, 14, 16, 18, 21, 22, 23 and 25.
3. Admit the allegations set forth in paragraphs 3, 5, 6, 7, 8, 9, 11, 13, 26 and 33.
4. Deny the allegations of paragraph 3(b) and 4, except that said defendants admit that the following actions are now pending, undetermined, in the U. S. District Court, Western District of New York:

Blowers v. Lawyers Cooperative Publishing Company
Civil Action No. 1973-47;

Loughney v. Lawyers Cooperative Publishing Company
Civil Action No. 1973-238;

Nageotte v. Lawyers Cooperative Publishing Company
Civil Action No. 1973-346;

Lawyers Cooperative Publishing Company v. Schiesinger
Civil Action No. 1974-212;

and said defendants admit that plaintiffs in the first three actions herein designated also have claims pending, undetermined, before the New York State Division of Human Rights, which claims are substantially identical to the claims set forth in the three federal court actions; and said defendants admit that plaintiff Eula Lee Blowers is a former employee of defendant Lawyers Cooperative Publishing Company; and said defendants admit that there is now pending, undetermined, a motion in the first federal action herein designated to constitute said action as a class action pursuant to FRCP 23.

5. Deny knowledge or information sufficient to form a belief as to the allegations of paragraph 15 relating to alleged complaints by plaintiffs to members of the Rochester City Council, and specifically deny the truth of the allegations and legal conclusions allegedly made by plaintiffs to the members of the Rochester City Council.

6. Deny knowledge or information sufficient to form a belief as to the allegations of paragraph 17 relating to alleged complaints by plaintiffs to City Corporation Counsel Louis N. Kash, and specifically deny the truth of the allegations and legal conclusions allegedly made by plaintiffs to City Corporation Counsel Louis N. Kash.

7. Deny knowledge or information sufficient to form a belief as to the allegations set forth in paragraph 19 relating to complaints made by plaintiffs to the Rochester City Council, and specifically deny the truth of the allegations and legal conclusions allegedly made by plaintiffs to Rochester City Council.

8. Deny knowledge or information sufficient to form a belief as to the allegations set forth in paragraph 20, except that said defendants admit that Exhibit E attached to plaintiffs' complaint is a true copy of an Agreement, dated April 30, 1974, between the City of Rochester and Lawyers Co-operative Publishing Company, and said defendants refer to said Agreement as to the terms and substance thereof.

9. Deny the allegations set forth in paragraph 24, except that said defendants acknowledge receipt of the letter attached as Exhibit F to plaintiffs' complaint, and said defendants refer to said letter as to the substance thereof.

10. Deny the allegations set forth in paragraph 29, except that said defendants admit that the New York State Division of Human Rights has issued the determinations, dated July 31, 1972 and December 22, 1972, set forth as Exhibit H attached to plaintiffs' complaint, and said defendants refer to said determinations as to the terms and substance thereof, and said defendants allege that the public hearings therein recommended have not yet been held and there has never been a legal adjudication to date that defendant Lawyers Cooperative Publishing Company has engaged in or is engaging in any unlawful discriminatory practices.

11. Deny the allegations set forth in paragraph 30, except that said defendants admit that there is now pending,

undetermined, a motion by the Equal Employment Opportunity Commission to intervene in the action pending in this Court, Blowers v. Lawyers Cooperative Publishing Company, Civil Action No. 1973-74, and said defendants refer to said motion paper as to the terms thereof.

12. Deny the allegations set forth in paragraphs 27, 28, 31, 32, 34, 35, 36, 37, 38, 39, 41, 42, 43 and 44.

WHEREFORE, defendants Thomas Gosnell and Lawyers Cooperative Publishing Company demand judgment dismissing the complaint as to them, together with the costs and disbursements of this action.

Dated: November 26, 1974

NIXON, HARGRAVE, DEVANS & DOYLE

By John B. McCrory
John B. McCrory
Attorneys for Defendants Thomas Gosnell
and Lawyers Cooperative Publishing
Company
Lincoln First Tower
Rochester, New York 14603
(716) 546-8000

CERTIFICATE OF SERVICE BY MAIL

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I certify that I served the Answer herein by causing copies to be mailed to plaintiffs' attorney, EMMELYN LOGAN-BALDWIN 510 Powers Building, Rochester, New York 14614, and to the attorney for defendants Freedman and Ryan, LOUIS N. KASH, Corporation Counsel of the City of Rochester, 46 City Hall, Rochester, New York 14614, postage paid, on November 26, 1974.

NIXON, HARGRAVE, DEVANS & DOYLE

By John B. McCrory
John B. McCrory
Attorneys for Defendants Thomas Gosnell
and Lawyers Cooperative Publishing
Company



UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

160

GENESEE VALLEY CHAPTER OF THE NATIONAL
ORGANIZATION FOR WOMEN AND EULA LEE
BLOWERS,

Plaintiffs,

NOTICE

-vs-

OF MOTION

ELISHA C. FREEDMAN, individually and as
City Manager of the City of Rochester,
THOMAS P. RYAN, JR., individually and as
Mayor of the City of Rochester, THOMAS
GOSNELL, individually and as President
of Lawyers Cooperative Publishing Company,
and LAWYERS COOPERATIVE PUBLISHING
COMPANY, INC.,

CIVIL ACTION

NO. 74-511

Defendants.

Upon plaintiffs' complaint, the answer of defendant Thomas Gosnell and Lawyers Cooperative Publishing Company, the affidavit of Donald S. Bennett, sworn to November 26, 1974, and the affidavit of John B. McCrory, sworn to November 26, 1974, defendants Thomas Gosnell and Lawyers Cooperative Publishing Company will move this Court at the Federal Building, Rochester, New York, on December 9, 1974, at 10:00 A.M., for judgment, pursuant to FRCP 12(b)(1), FRCP 12(b)(6), FRCP 12(c), and FRCP 56, dismissing plaintiffs' complaint for lack of jurisdiction over the subject matter, and for failure to state a claim upon which relief can be granted, and for such other and further relief as to the Court may seem just.

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

160

GENESEE VALLEY CHAPTER OF THE NATIONAL
ORGANIZATION FOR WOMEN AND EULA LEE
BLOWERS,

Plaintiffs,

NOTICE

-vs-

OF MOTION

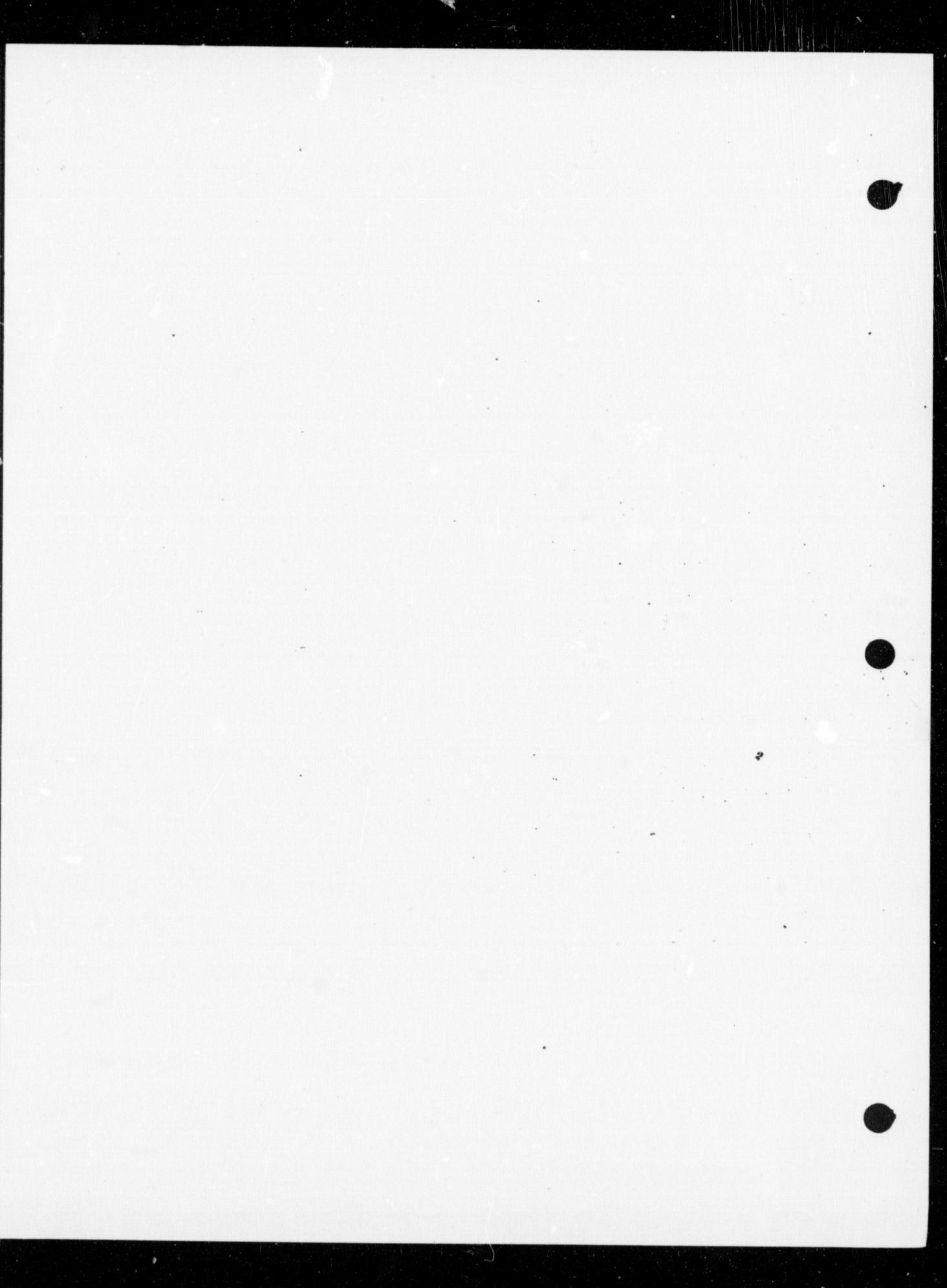
ELISHA C. FREEDMAN, individually and as
City Manager of the City of Rochester,
THOMAS P. RYAN, JR., individually and as
Mayor of the City of Rochester, THOMAS
GOSNELL, individually and as President
of Lawyers Cooperative Publishing Company,
and LAWYERS COOPERATIVE PUBLISHING
COMPANY, INC.,

CIVIL ACTION

NO. 74-511

Defendants.

Upon plaintiffs' complaint, the answer of defendant Thomas Gosnell and Lawyers Cooperative Publishing Company, the affidavit of Donald S. Bennett, sworn to November 26, 1974, and the affidavit of John B. McCrory, sworn to November 26, 1974, defendants Thomas Gosnell and Lawyers Cooperative Publishing Company will move this Court at the Federal Building, Rochester, New York, on December 9, 1974, at 10:00 A.M., for judgment, pursuant to FRCP 12(b)(1), FRCP 12(b)(6), FRCP 12(c), and FRCP 56, dismissing plaintiffs' complaint for lack of jurisdiction over the subject matter, and for failure to state a claim upon which relief can be granted, and for such other and further relief as to the Court may seem just.



Dated: November 26, 1974

NIXON, HARGRAVE, DEVANS & DOYLE

By John B. McCrory
John B. McCrory
Attorneys for Defendants Thomas Gosnell
and Lawyers Cooperative Publishing
Company
Lincoln First Tower
Rochester, New York 14603
(716) 546-8000

TO: EMMELYN LOGAN-BALDWIN
Attorney for Plaintiffs
510 Powers Building
Rochester, New York 14614

LOUIS N. KASH, ESQ.
Corporation Counsel of the City of Rochester
Attorney for Defendants Freedman and Ryan
46 City Hall
Rochester, New York 14614

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

GENESEE VALLEY CHAPTER OF THE NATIONAL
ORGANIZATION FOR WOMEN AND EULA LEE
BLOWERS,

Plaintiffs,

AFFIDAVIT

-vs-

ELISHA C. FREEDMAN, individually and as
City Manager of the City of Rochester,
THOMAS P. RYAN, JR., individually and as
Mayor of the City of Rochester, THOMAS
GOSNELL, individually and as President
of Lawyers Cooperative Publishing Company,
and LAWYERS COOPERATIVE PUBLISHING
COMPANY, INC.,

CIVIL ACTION

NO. 74-511

Defendants.

STATE OF NEW YORK:
COUNTY OF MONROE : SS:
CITY OF ROCHESTER:

DONALD S. BENNETT, being duly sworn, deposes and
says:

1. I am a Vice President and Director of Personnel
of Lawyers Cooperative Publishing Company, and am familiar with
the facts upon which this action is based, and with the matters
set forth herein.

2. There are presently pending in the U. S. Dis-
trict Court, Western District of New York, the following three
actions which allege that Lawyers Cooperative Publishing
Company has been or is engaged in unlawful discrimination.

Blowers v. Lawyers Cooperative Publishing
Company
Civil Action No. 1973-47;

Loughney v. Lawyers Cooperative Publishing Company
Civil Action No. 1973-238;

Nageotte v. Lawyers Cooperative Publishing Company
Civil Action No. 1973-346.

Issue has been joined in each of these actions, and pre-trial discovery proceedings are pending in each. There has not been an adjudication in any of these actions determining that Lawyers Cooperative Publishing Company has been or is engaged in unlawful discrimination in employment.

3. Plaintiffs in the three actions pending in U. S. District Court, Western District of New York, also have claims pending before the New York State Division of Human Rights, alleging that Lawyers Cooperative Publishing Company has been or is engaged in unlawful discrimination in employment. The claims pending before the New York State Division of Human Rights are substantially identical to the claims of the plaintiffs set forth in the three pending actions in U. S. District Court, Western District of New York. The New York State Division of Human Rights has issued determinations, dated July 31, 1972 and December 22, 1972, copies of which determinations are set forth as Exhibit H attached to plaintiffs' complaint herein. The public hearings therein recommended by the New York State Division of Human Rights have not yet been held, and there has never been any legal adjudication to date determining that defendant Lawyers Cooperative Publishing Company has engaged in or is engaging in any unlawful discriminatory practices in employment.

4. No Court or administrative agency, federal or state, has ever determined that defendant Lawyers Cooperative Publishing Company has engaged in or is engaging in any unlawful discriminatory practices in employment.

5. Defendant Lawyers Cooperative Publishing Company 16
is a federal contractor. The Defense Supply Agency of the Department of Defense is the Compliance Agency charged by the Office of Federal Contract Compliance with supervision of Lawyers Cooperative Publishing Company to assure compliance with federal

discrimination laws. Said Compliance Agency has conducted extensive compliance reviews annually of defendant Lawyers Cooperative Publishing Company. Said defendant has filed Affirmative Action Programs annually with Federal authorities, as required by law. These programs have been accepted by the Federal Government each year.

6. There has never been any finding by any federal agency that defendant Lawyers Cooperative Publishing Company has been guilty of any discrimination. The penalty provided for such finding by federal authority is debarment of the offender from any federal contracts. Defendant Lawyers Cooperative Publishing Company has never been debared from contracting with the Federal Government.

7. Since claims of sex discrimination in employment were first made against Lawyers Cooperative Publishing Company in 1971, said defendant, with the expert aid of an outside independent firm of management consultants, has conducted an extensive examination of each job classification within the Lawyers Cooperative Publishing Company. This study was conducted as part of Lawyers Cooperative Publishing Company's compliance efforts under the federal discrimination laws. As a result of this two-year study, Lawyers Cooperative Publishing Company instituted, effective January 1, 1974, a new wage structure for its employees based upon the results of the two-year study.

8. On or about April 30, 1974, defendant Lawyers

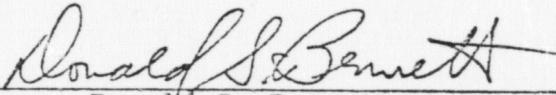
Cooperative Publishing Company entered into an Agreement with the City of Rochester, a copy of which is annexed to plaintiffs' complaint herein as Exhibit E.

9. In the performance of said Agreement, defendant Lawyers Cooperative Publishing Company has had the statue of Mercury refurbished without cost to the City of Rochester.

10. In the performance of said Agreement, defendant Lawyers Cooperative Publishing Company has had a pedestal tower constructed on its building for the public display of the statue of Mercury, without cost to the City of Rochester.

11. On November 15, 1974, the statue of Mercury was erected by defendant Lawyers Cooperative Publishing Company upon said pedestal tower, without cost to the City of Rochester.

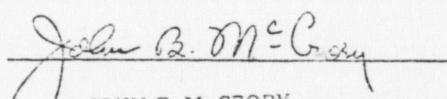
12. The performance of said Agreement has been at the sole expense of defendant Lawyers Cooperative Publishing Company, without any expense or financial obligation on the part of the City of Rochester.



Donald S. Bennett

Sworn to before me

November 26, 1974.



JOHN B. McCRORY
Notary Public in the State of New York
MONROE COUNTY, N.Y.
Commission Expires March 30, 1976

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

168

GENESEE VALLEY CHAPTER OF THE NATIONAL
ORGANIZATION FOR WOMEN AND EULA LEE
BLOWERS,

Plaintiffs,

-vs-

AFFIDAVIT

ELISHA C. FREEDMAN, individually, and as
City Manager of the City of Rochester,
THOMAS P. RYAN, JR., individually, and as
Mayor of the City of Rochester, THOMAS
GOSNELL, individually, and as President
of Lawyers Cooperative Publishing Company,
and LAWYERS COOPERATIVE PUBLISHING
COMPANY, INC.,

CIVIL ACTION

NO. 74-511

Defendants.

STATE OF NEW YORK:
COUNTY OF MONROE : SS:
CITY OF ROCHESTER:

JOHN B. McCRRORY, being duly sworn, deposes and
says:

1. I am a member of the firm of Nixon, Hargrave,
Devans & Doyle, attorneys for defendants Thomas Gosnell and
Lawyers Cooperative Publishing Company, and I am familiar with
this matter. I am an attorney licensed to practice before this
Court.

2. This affidavit is submitted in support of the
motion by defendants Thomas Gosnell and Lawyers Cooperative
Publishing Company for judgment dismissing plaintiffs' complaint
for lack of jurisdiction over the subject matter and for failure
to state a claim upon which relief can be granted.

3. The separate answer of defendants Thomas Gosnell and Lawyers Cooperative Publishing Company is being served and filed simultaneously with the service and filing of this motion for judgment dismissing plaintiffs' complaint.

4. Even if the allegations of plaintiffs' complaint which are controverted by defendants Thomas Gosnell and Lawyers Cooperative Publishing Company are deemed by this Court to be true, for the purposes of this motion, I do not believe that there are any genuine issues of material fact to be determined by plaintiffs' action. The only genuine issues raised by plaintiffs' complaint are issues of law, as follows:

(a) Whether the performance by defendant Lawyers Cooperative Publishing Company of its obligations under the Agreement with the City of Rochester, dated April 30, 1974, may be prevented upon the ground that charges of discrimination in employment are pending, undetermined, before this Court and before the New York State Division of Human Rights;

(b) Whether the Agreement between defendant Lawyers Cooperative Publishing Company and the City of Rochester, dated April 30, 1974, is void as a matter of law.

5. Since the only material issues for determination are issues of law, this Court should determine these issues of law, and determine that plaintiffs have failed to establish any claim upon which relief can be granted by this Court.

Sworn to before me

November 26, 1974.

JAMES H. MORGENSTERN
Notary Public in the State of New York
MONROE COUNTY, N.Y.
Commission Expires March 30, 1975

John B. McCrory
John B. McCrory

CERTIFICATE OF SERVICE BY MAIL

163

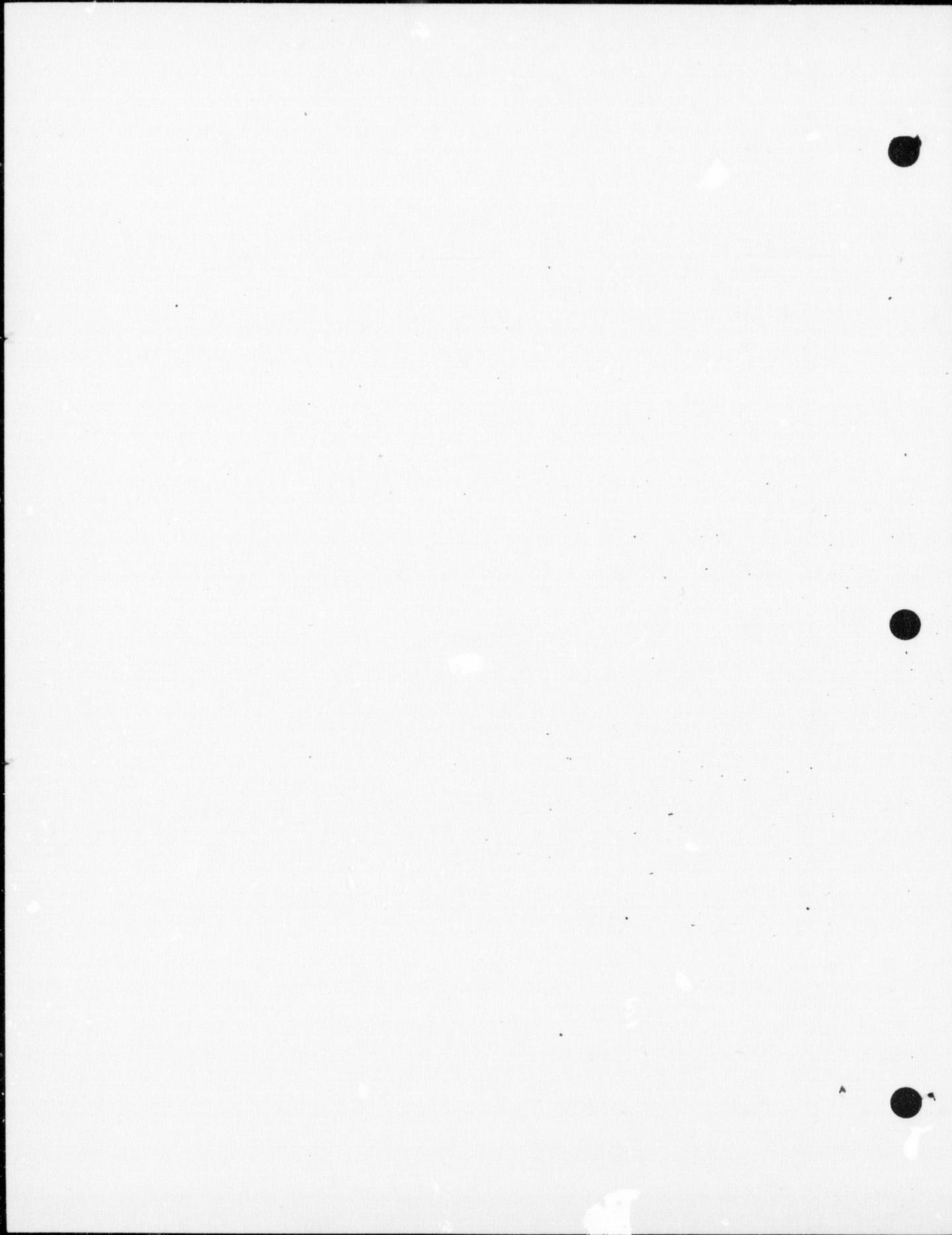
I certify that I served the motion papers herein by causing copies to be mailed to plaintiffs' attorney, EMMELYN LOGAN-BALDWIN, 510 Powers Building, Rochester, New York 14614, and to the attorney for defendants Freedman and Ryan, LOUIS N. KASH, Corporation Counsel of the City of Rochester, 46 City Hall, Rochester, New York 14614, postage paid, on November 26, 1974.

NIXON, HARGRAVE, DEVANS & DOYLE

BY

John B. McCrory

John B. McCrory
Attorneys for Defendants Thomas Gosnell
and Lawyers Cooperative Publishing
Company



UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NEW YORK

GENESEE VALLEY CHAPTER OF THE NATIONAL ORGANIZATION FOR WOMEN, et al *
Plaintiffs * NOTICE OF
* DEPOSITION
-v-
ELISHA C. FREEDMAN, individually, and as * Civil Action No.
City Manager of the City of Rochester, et al * 74-522
Defendants *

PLEASE TAKE NOTICE that the plaintiffs will take the deposition upon oral examination of defendant Elisha C. Freedman, whose address is City Hall, Rochester, New York, pursuant to Federal Rules of Civil Procedure, before a notary public or some other official duly authorized to administer oaths on Wednesday, December 4, 1974 and Friday, December 6, 1974 from 10:00 a.m. to 12 noon and from 2:00 p.m. to 5:00 p.m. on each day, at 510 Powers Building, Rochester, New York.

PLEASE TAKE FURTHER NOTICE that the defendant Elisha C. Freedman is required to produce:

1. The lease-contract agreement for the leasing of public property, Mercury statue, to defendant Lawyers Cooperative Publishing Company, Inc. and any and all drafts of that agreement, proposals for that agreement and revisions of that agreement.
2. All writings of any nature whatsoever and/or copies of writings of any nature whatsoever relating directly or indirectly to the disposition of public property, Mercury statue, whether by sale, gift, lease or otherwise to any corporation or person, including, without intending to limit, all letters sent or received, memoranda, notes, etc., in the possession of any defendant and/or the City of Rochester.

3. Any legal opinion rendered by the City of Rochester Corporation Counsel in connection with the formal complaint of Genesee Valley Chapter of the National Organization For Women to the City of Rochester City Council of the illegality of the lease contract "arrangement" between the City of Rochester and defendant Lawyers Cooperative Publishing Company.
4. The document or documents showing the expenditures of any monies, from whatever source, from 1951 to date on (1) the removal of public property, Mercury statue, from public display, (2) the transportation of Mercury statue, (3) the storage of Mercury statue, (4) the public display of Mercury statue by Lawyers Cooperative Publishing Company.
5. Any appraisals or estimates of the value of the Mercury statue, 1951 to date.
6. Any appraisals and/or estimates for the repair of Mercury statue, 1951 to date.
7. Any bill or statement, from 1951 to date, on (1) removal of the Mercury statue from public display, (2) the transportation of Mercury statue, (3) the storage of Mercury statue, (4) the display of Mercury statue by Lawyers Cooperative Publishing Company.
8. The portions of any master plan of the City of Rochester and/or County of Monroe referring to plans for the public display of Mercury statue.
9. The document and/or documents constituting any proposal for the public display of Mercury statue, 1951 to date.
10. Any other writing, of any nature whatsoever, relating directly or indirectly to the issues raised in the plaintiffs' complaint.



EMMELYN LOGAN-BALDWIN
Attorney for Plaintiffs
Office and Post Office Address
510 Powers Building
Rochester, New York 14614
Telephone: 716-232-2292

November 29, 1974

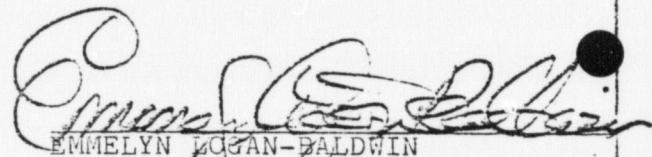
171

To: Nixon, Hargrave, Devans & Doyle
John B. McCrory, Esq., of counsel
Lincoln First Tower
Rochester, New York 14603

Louis N. Kash, Esquire
City of Rochester Corporation Counsel
City Hall
Rochester, New York 14614

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Notice Of Deposition was personally served on Elisha C. Freedman and Thomas P. Ryan, Jr., by my causing a copy thereof to be delivered to their attorney, Louis N. Kash, Esquire, City Hall, Rochester, New York, and on Thomas Gosnell and Lawyers Cooperative Publishing Company by my causing a copy thereof to be delivered to their attorney, John B. McCrory, Esquire, Nixon, Hargrave, Devans & Doyle, Lincoln First Tower, Rochester, New York on this 29th day of November, 1974.



EMMELYN LOGAN-BALDWIN
Attorney for Plaintiffs
Office and Post Office Address
510 Powers Building
Rochester, New York 14614
Telephone: 716-232-2292

November 29, 1974
Rochester, New York

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

GENESEE VALLEY CHAPTER OF THE NATIONAL
ORGANIZATION FOR WOMEN AND EULA LEE
BLOWERS,

Plaintiffs

ORDER TO SHOW
CAUSE

Civil Action
No. 1974-522

ELISHA C. FREEDMAN, Individually and as
City Manager of the City of Rochester,
THOMAS P. RYAN, JR., Individually and as
Mayor of the City of Rochester, THOMAS
GOSNELL, Individually and as President
of Lawyers Cooperative Publishing Company,
and LAWYERS COOPERATIVE PUBLISHING
COMPANY, INC.,

Defendants.

Upon the annexed motion and affidavit of Louis N. Kash, it
is

ORDERED that the plaintiffs show cause at a motion term of
this Court to be held in Room ^{at} ~~Room~~, United States Court House ^{of} ~~at~~
Rochester, New York on the 23rd day of December, 19⁷⁴ at 10:00
in the forenoon of that day or as soon thereafter as counsel can
be heard why an order should not be made herein dismissing
plaintiffs' complaint and granting summary judgment in favor of
defendants Elisha C. Freedman and Thomas P. Ryan, Jr.

IT IS FURTHER ORDERED that service of a copy of this order and of the papers upon which the same is granted, on the ~~said~~ attorney for plaintiffs on ~~or~~ before December 16, 1974 by James T. Townsend, Esq., shall be deemed sufficient service of this order and in the meantime and until the hearing and determination of this motion and the entry of an order thereon, let all proceedings herein including the deposition on oral examination of Elisha C. Freedman scheduled for December 17 and 18, 1974 be stayed.

DATED: ROCHESTER, NEW YORK
December 16, 1974

Jsc/Lawrence P. Burke
United States District Judge

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

GENESEE VALLEY CHAPTER OF THE NATIONAL
ORGANIZATION FOR WOMEN AND EULA IEE
BLOWERS,

Plaintiffs

-v-

ELISHA C. FREEDMAN, Individually and as
City Manager of the City of Rochester,
THOMAS P. RYAN, JR., Individually and as
Mayor of the City of Rochester, THOMAS
GOSNELL, Individually and as President
of Lawyers Cooperative Publishing Company,
and LAWYERS COOPERATIVE PUBLISHING
COMPANY, INC.,

MOTION TO
DISMISS COMPLAINT
AND FOR SUMMARY
JUDGMENT

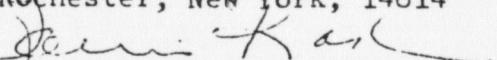
Civil Action No.
1974-522

Defendants.

Defendants Elisha C. Freedman and Thomas P. Ryan, Jr. move
the Court under Rule 12(b)(6), Rules of Civil Procedure to dismiss
the action because the complaint fails to state a claim against
the defendants upon which relief can be granted, or in the
alternative to grant summary judgment in favor of these defendants
under Rule 56, Rules of Civil Procedure on the ground that there
is no genuine issue as to any material fact as more particularly
appears from the affidavit of Louis N. Kash, attached hereto.

Yours, etc.

LOUIS N. KASH
Corporation Counsel of
The City of Rochester
and Attorney for Defendants
Elisha C. Freedman and Thomas
P. Ryan
46 City Hall
Rochester, New York, 14614


LOUIS N. KASH

DATED: ROCHESTER, NEW YORK
December 16, 1974

TO: EMMELYN LOGAN-BALDWIN
Attorney for Plaintiffs
510 Powers Building
Rochester, New York, 14614

NIXON, HARGRAVE, DEVANS & DOYLE
John B. McCrory, of counsel
Attorneys for Defendants Thomas
Gosnell and Lawyers Cooperative
Publishing Company
Lincoln First Tower
Rochester, New York, 14603

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

GENESEE VALLEY CHAPTER OF THE NATIONAL
ORGANIZATION FOR WOMEN AND EULA LEE
BLOWERS,

Plaintiffs,

-vs-

AFFIDAVIT

NO. 74-522

ELISHA C. FREEDMAN, individually and as
City Manager of the City of Rochester,
THOMAS P. RYAN, JR., individually and as
Mayor of the City of Rochester, THOMAS
GOSNELL, individually and as President
of Lawyers Cooperative Publishing Company,
and LAWYERS COOPERATIVE PUBLISHING
COMPANY, INC.,

Defendants,

Louis N. Kash, being duly sworn deposes and says:

1. That he is the Corporation Counsel of the City of Rochester and attorney for defendants Freedman and Ryan.
2. That he is fully familiar with the facts and circumstances of this action.
3. That he makes this affidavit in support of defendants' Freedman and Ryan motion to dismiss and for summary judgment.
4. That the object of the main action is to restrain the performance of an agreement between the City of Rochester and Lawyers Cooperative Publishing Company for the public display of the City-owned statue of Mercury.

-2-

5. That this agreement was executed by City Manager Elisha C. Freedman pursuant to the authority vested in him; approval by City Council or the Director of Finance was not required; the affidavit of Elisha C. Freedman submitted to this Court in opposition to the motion for a preliminary injunction, dated November 12, 1974 sets forth these facts in more detail and is made a part hereof by reference.

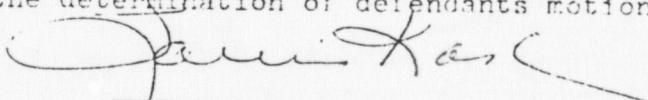
6. That there are no genuine triable issues of fact relating to the main action, the sole issues being issues of law.

7. That this motion is being brought by Order to Show Cause rather than by notice of motion in order that it be heard on the same day as co-defendants' similar motion to dismiss and for summary judgment; both motions present similar issues of law and should therefore be heard together.

8. That plaintiffs have scheduled a deposition on oral examination of the City Manager, Elisha C. Freedman to be held December 17 and 18, 1974 commencing at 9:30 in the forenoon of each day.

9. That if the defendants' motions are granted the pre-trial examination of defendant Freedman will be rendered meaningless and of no further use.

10. That therefore the deposition on oral examination should be stayed pending the determination of defendants motions.


LOUIS N. KASH

Sworn to before me

this 16 day of December, 1974

Carol A. Carpenter
Comm. of Clerks

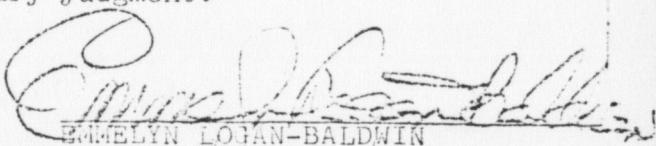
UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NEW YORK

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GENESEE VALLEY CHAPTER OF THE NATIONAL)
ORGANIZATION FOR WOMEN and EULA LEE BLOWERS)
Plaintiffs) CROSS MOTION TO
-v-) COMPEL DISCLOSURE
ELISHA C. FREEDMAN, individually and as) AND TO VACATE STAY;
City Manager of the City of Rochester;) OPPOSITION TO MOTION
THOMAS P. RYAN, JR., individually and as) TO DISMISS AND FOR
Mayor of the City of Rochester;) SUMMARY JUDGMENT
THOMAS GOSNELL, individually and as) Civ-74-522
President of Lawyers Cooperative Publishing)
Company, Inc.; and)
LAWYERS COOPERATIVE PUBLISHING COMPANY, INC.)
Defendants)
)

PLEASE TAKE NOTICE that upon all the papers and proceedings heretofore had in the above-noted action and upon the affirmation of Emmelyn Logan-Baldwin, December 18, 1974, and the affidavit of Sheila Molnar, Co-president, Genesee Valley Chapter of the National Organization For Women, and Eula Lee Blowers, December 18, 1974, plaintiffs in the above-noted action will move this Court at a motion term on December 23, 1974 at 10:00 a.m. or as soon thereafter as counsel can be heard, at the Federal Building, State Street, Rochester, New York, for an order compelling disclosure and vacating stay of proceedings herein and for such other and further relief as to the Court may seem just and proper.

PLEASE TAKE FURTHER NOTICE that at the same time, date and place, plaintiffs will, upon the same papers, oppose defendants' motions to dismiss and for summary judgment.



EMMELYN LOGAN-BALDWIN
Attorney for Plaintiffs
Office and Post Office Address
510 Powers Building
Rochester, New York 14614
Telephone: 716-232-2292

December 18, 1974

183 To: Louis N. Kash, Esquire
Corporation Counsel
City of Rochester
City Hall
Rochester, New York 14614
Attorney for Defendants,
Freedman and Ryan

John B. McCrory, Esquire
Nixon, Hargrave, Devans & Doyle
Lincoln First Tower
Rochester, New York 14603
Attorney for Defendants,
Gosnell and Lawyers Cooperative
Publishing Company, Inc.

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NEW YORK

GENESEE VALLEY CHAPTER OF THE NATIONAL ORGANIZATION FOR WOMEN and EULA LEE BLOWERS)
Plaintiffs) AFFIRMATION IN SUPPORT OF CROSS MOTION TO COMPEL DISCLOSURE AND TO. VACATE STAY; OPPOSITION TO MOTION TO DISMISS AND FOR SUMMARY JUDGMENT
-v-)
ELISHA C. FREEDMAN, individually and as City Manager of the City of Rochester; THOMAS P. RYAN, JR., individually and as Mayor of the City of Rochester; THOMAS GOSNELL, individually and as President of Lawyers Cooperative Publishing Company, Inc.; LAWYERS COOPERATIVE PUBLISHING COMPANY, INC.)
Defendants	Civ-74-522

Emmelyn Logan-Baldwin, under penalties of perjury, affirms
the following:

1. I am an attorney at law, duly licensed to practice my profession in the State of New York. I am duly admitted to the bar of this Court. I am the attorney for the plaintiffs in the above-noted action and am familiar with the pleadings and proceedings in the case. This affirmation is submitted in support of plaintiffs' cross motion to compel disclosure and to vacate stay and in opposition to motion to dismiss and for summary judgment.

2. This is an action brought under the Constitution of the United States, Fourteenth Amendment and pursuant to 42 U.S.C. §§1983 and 1985 in which the plaintiffs seek a declaration that a leasing agreement entered into among the defendants for the perpetual use and display by defendant Lawyers Cooperative Publishing Company of public property of the City of Rochester, a statue of Mercury, constitutes an illegal and unconstitutional conspiracy

among the defendants, under color of law, which has deprived and
182 is depriving and will in the future deprive the plaintiffs of their
rights to equal protection of the laws, to equal employment oppor-
tunities and to the support of government in securing those right

The Summons and Complaint was duly served on all defendants together with Order To Show Cause and Motion For Preliminary Injunction on November 7, 1974.

3. The defendants Thomas Gosnell and Lawyers Cooperative Publishing Company served their Answer and motion to dismiss for lack of subject matter jurisdiction and failure to state a claim and for summary judgment by mail on November 26, 1974.

4. Defendants Freedman and Ryan are in default in answering the Complaint, well over twenty days having elapsed since the service of the Complaint on November 7, 1974.

5. Notwithstanding the default of defendants Freedman and Ryan, they, by Order To Show Cause dated December 16, 1974 have noticed motion to dismiss the complaint for failure to state a claim and motion for summary judgment and have obtained stay of the deposition of defendant Elisha C. Freedman, served November 29, 1974 and originally noticed for December 4, 1974 and December 6, 1974 but adjourned by consent of attorneys for plaintiffs and defendant Freedman to December 17 and 18, 1974.

6. There is no basis in law or fact for the separate ground of defendants Gosnell and Lawyers Cooperative Publishing Company motion to dismiss for lack of subject matter jurisdiction. These defendants in their Answer have admitted allegation number "33" of plaintiffs' Complaint setting forth two jurisdictional bases, among other bases - 42 U.S.C. §§1983 and 1985.

7. All the defendants are persons who have either by individual acts or acts in concert with each other acted to deprive the plaintiffs of rights secured by the United States Constitution or laws. While defendants Gosnell and Lawyers Cooperative Publish-

ing company have denied their acts and/or have denied the legal 18^e effect of their acts, all of plaintiffs' allegations must be deemed as true for the purposes of the motion to dismiss. As previously noted, defendants Freedman and Ryan are in default in answering the Complaint. Whether defendants Gosnell and Lawyers Cooperative Publishing Company are liable to plaintiff must await full discovery and trial on the issues presented in the Complaint. Except for the general denial of liability by defendants Gosnell and Lawyers Cooperative Publishing Company, there is no fact pleaded in the motion papers of any defendant which serves as a basis for a challenge to the subject matter jurisdiction of this Court.

8. Nor is there any basis in fact or law for the motion of defendants Gosnell and Lawyers Cooperative Publishing Company and the untimely motion of defendants Freedman and Ryan to dismiss for failure to state a claim or for summary judgment. Again, for the purposes of a motion to dismiss, all the facts pleaded by the plaintiffs and all fair inferences from those facts pleaded by the plaintiffs must be taken as true. A motion to dismiss for failure to state a claim cannot be granted unless it appears to a certainty that the plaintiff is entitled to no relief under any state of facts which could be proved in support of the claim. Further, a motion for summary judgment cannot be granted unless there is not the slightest doubt that there is no genuine issue of material fact.

9. Plaintiffs' claim is that defendants Freedman and Ryan, acting illegally but on behalf of the City of Rochester, and purporting to bind the City of Rochester, have acted and are acting in concert with defendants Gosnell and Lawyers Cooperative Publishing Company to underwrite, directly and/or indirectly, discrimination in employment by perpetually leasing public property to Lawyers Cooperative Publishing Company, an entity which discriminates in employment. Plaintiffs claim that these acts are unconstitutional and illegal. Plaintiffs' claim is not - as characterized by

John B. McCrory, attorney for defendants Gosnell and Lawyers Cooperative Publishing Company, in his affidavit of November 26, 1974, that the acts of the defendants are illegal and unconstitutional on the basis of pending, undetermined charges of discrimination. Plaintiffs allege and will prove that Lawyers Cooperative Publishing has discriminated and is discriminating in employment. (See paragraphs 27 and 28 of plaintiffs' Verified Complaint for the allegations of discrimination which plaintiffs intend to prove. Defendants Gosnell and Lawyers Cooperative Publishing Company have generally denied these allegations, as is more fully set forth hereafter, and there will, necessarily, need be a trial to determine these issues of fact. Defendants Freedman and Ryan are in default in answering the Complaint.)

10. Lawsuits to prevent employees or agents of government acting, illegally but under color of law, to aid discrimination are numerous. There can be no question of plaintiffs' entitlement to the relief requested on proof of the Complaint. Nor can there be any initial question as to these allegations stating a claim under federal law.

11. The questions of material fact which exist between the parties include plaintiffs' proving the allegation which defendants deny, generally, that Lawyers Cooperative Publishing Company maintains a policy, practice, custom and usage of discriminating against its female employees solely because of their sex with respect to compensation, terms, conditions and privileges of employment and limits, segregates and classifies its female employees, solely on the basis of sex, in ways which deprive and have deprived the female employees of equal employment opportunities and otherwise adversely affect their status as employees because of sex; secondly, that defendant Lawyers Cooperative Publishing Company has consistently and purposefully limited and deprived women employees of their rights guaranteed to them under the United States

both directly and indirectly, of fostering and protecting the advantage and advancement of male employees to the detriment of female employees; that illegal employment practices of Lawyers Cooperative Publishing Company include, but are not limited to:

- a) maintaining a system of recruitment and hiring which discriminates against women because of their sex;
- b) maintaining a system of job classification and assignment which discriminates against women because of their sex;
- c) failing to transfer and promote female employees because of their sex;
- d) conducting training and apprenticeship programs which discriminate against women because of their sex;
- e) discriminating against female employees with respect to their compensation because of their sex;
- f) discriminating against female employees because of their sex with respect to maternity leave and other employee fringe benefits;
- g) discriminating against female employees because of their sex with respect to terms and conditions of employment, including but not limited to harassment, intimidation and discipline.
- h) conducting a policy of intimidation and harassment against female employees in retaliation for their opposing discriminatory company policies and practices;
- i) discriminating against employees because they opposed practices made unlawful by Title VII or because they made a charge, testified or participated in any manner in an investigation, proceeding or hearing under Title VII.

12. Outside of admitting that there is a contract for the perpetual leasing of public property, Mercury statue, from defendant Freedman, purportedly acting on behalf of the City of Rochester, to defendants Gosnell and Lawyers Cooperative Publishing

Company, all material facts surrounding the execution and performance of the agreement are in dispute. All defendants have alleged in general terms that the lease-contract in question has involved the expenditure of "no public funds". (See, for example, Bennett affidavit of November 26, 1974, paragraphs 9-12; Kash affidavit, December 16, 1974, paragraph 5.) Plaintiffs dispute this assertion and have done so under oath. (See plaintiffs' affidavit, November 13, 1974, paragraph 6, Supplemental Affidavit In Support Of Motion For Preliminary Injunction.)

13. Further, defendants directly dispute all the facts surrounding the course of investigation and findings of charges of employment discrimination against Lawyers Cooperative Publishing Company to date. For example, (1) plaintiffs allege that Lawyers Cooperative Publishing Company refused to take corrective action directed by the New York State Division of Human Rights in its conciliation efforts incidental to investigation of discrimination complaints; defendants deny; (2) plaintiffs allege that the Equal Employment Opportunity Commission has reviewed charges of discrimination against Lawyers Cooperative Publishing Company and found substance to those charges; defendants deny; (3) plaintiffs allege that the Defense Supply Agency, investigating a complaint of company-wide, class-wide employment discrimination filed by Genesee Valley Chapter of the National Organization For Women against Lawyers Cooperative Publishing Company, found such discrimination and made a finding of non-compliance; defendants allege that no court or administrative agency has ever made a determination that Lawyers Cooperative Publishing Company has discriminated and is discriminating; (4) plaintiffs allege that the Defense Supply Agency has conducted compliance reviews at Lawyers Cooperative Publishing Company and found discrimination and that the current compliance review is in suspension because of difficulty of the federal government agency receiving cooperation from Lawyers Cooperative Publish-

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ing Company in supplying documents; defendants maintain that the Defense Supply Agency did not find discrimination; (5) plaintiffs maintain that Lawyers Cooperative Publishing Company Affirmative Action Programs directly support their contentions of company-wide, class-wide discrimination practiced by Lawyers Cooperative Publishing Company and that Lawyers Cooperative Publishing Company was found in non-compliance with federal anti-discriminatory regulations and issued a letter to show cause why its contract should not be terminated because of the insufficiency of the Affirmative Action Programs; defendants maintain that there has never been any discrimination found at Lawyers Cooperative Publishing Company by any court or administrative agency and that their Affirmative Action Programs have always been "accepted"; (6) plaintiffs maintain that Lawyers Cooperative Publishing Company in order to solve the show cause letter of the Defense Supply Agency based on the findings of discrimination against Lawyers Cooperative Publishing Company and to thereby prevent imposition of the ultimate sanction, debarring of contracts, undertook to obligate itself to initiate a complete review of each job description and the salary for each company employee; defendants maintain that there has never been any finding by the Defense Supply Agency, any court or any other governmental or administrative agency and that its two-year study of its job classification and salary structure was a part of the company's "compliance efforts under the federal discrimination laws."

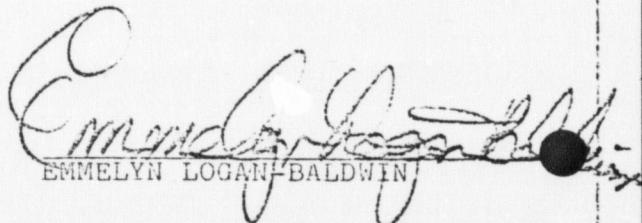
14. Every material fact in this lawsuit is in dispute. Other than the admission of the contract between the defendants, the terms and conditions of that contract with respect to expenditure of public monies, use of public property and the circumstances surrounding the execution of the contract are in dispute. Plaintiffs' allegations of company-wide, class-wide discrimination against Lawyers Cooperative Publishing Company are denied. Even

the facts in connection with investigations of company-wide, class-wide discrimination complaints against Lawyers Cooperative Publishing Company are in dispute. There can be no summary judgment when material facts are in dispute.

15. Plaintiffs acted promptly and expeditiously to proceed with discovery in this case leading to an early trial of the case. Notice Of Deposition was served on defendant Freedman on November 29, 1974. As is illustrated in the correspondence between plaintiffs' attorney and defendant Freedman's attorney, attached hereto and made a part hereof as Exhibit A, defendant Freedman recognized then his obligation to appear for depositions and produce documents.

16. Plaintiffs are entitled to the information from such deposition and from interrogatories and production of documents in defending against a summary judgment motion. (See Federal Rule of Civil Procedure 56(e).) The Court ought vacate its stay of further proceedings in this case pending determination of this motion for summary judgment and allow plaintiffs to proceed with the deposition and production of documents duly scheduled. Further, the Court ought require at least compliance with the Notice of Deposition of defendant Bennett, the production of documents and the answers to interrogatories submitted herewith prior to ruling on the motion for summary judgment.

17. In any event, the motion for summary judgment must be denied since all the material issues of fact in this lawsuit are in dispute. The Court should compel the defendants to appear for depositions, produce documents and answer interrogatories, forthwith.



EMMELYN LOGAN BALDWIN

December 18, 1974

Rochester, New York

EXHIBIT A |



City of Rochester NEW YORK

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DEPARTMENT OF LAW

46 CITY HALL

ROCHESTER, NEW YORK 14614

(716) 454-4000 Ext. 160

LOUIS N. KASH, Corporation Counsel

December 3, 1974

Emmelyn Logan-Baldwin, Esq.
510 Powers Building
Rochester, New York 14614

Re: Genesee Valley Chapter of the National Organization for Women, et al
vs. Elisha C. Freedman, Individually, and as City Manager of the
City of Rochester, et al.

Dear Ms. Logan-Baldwin:

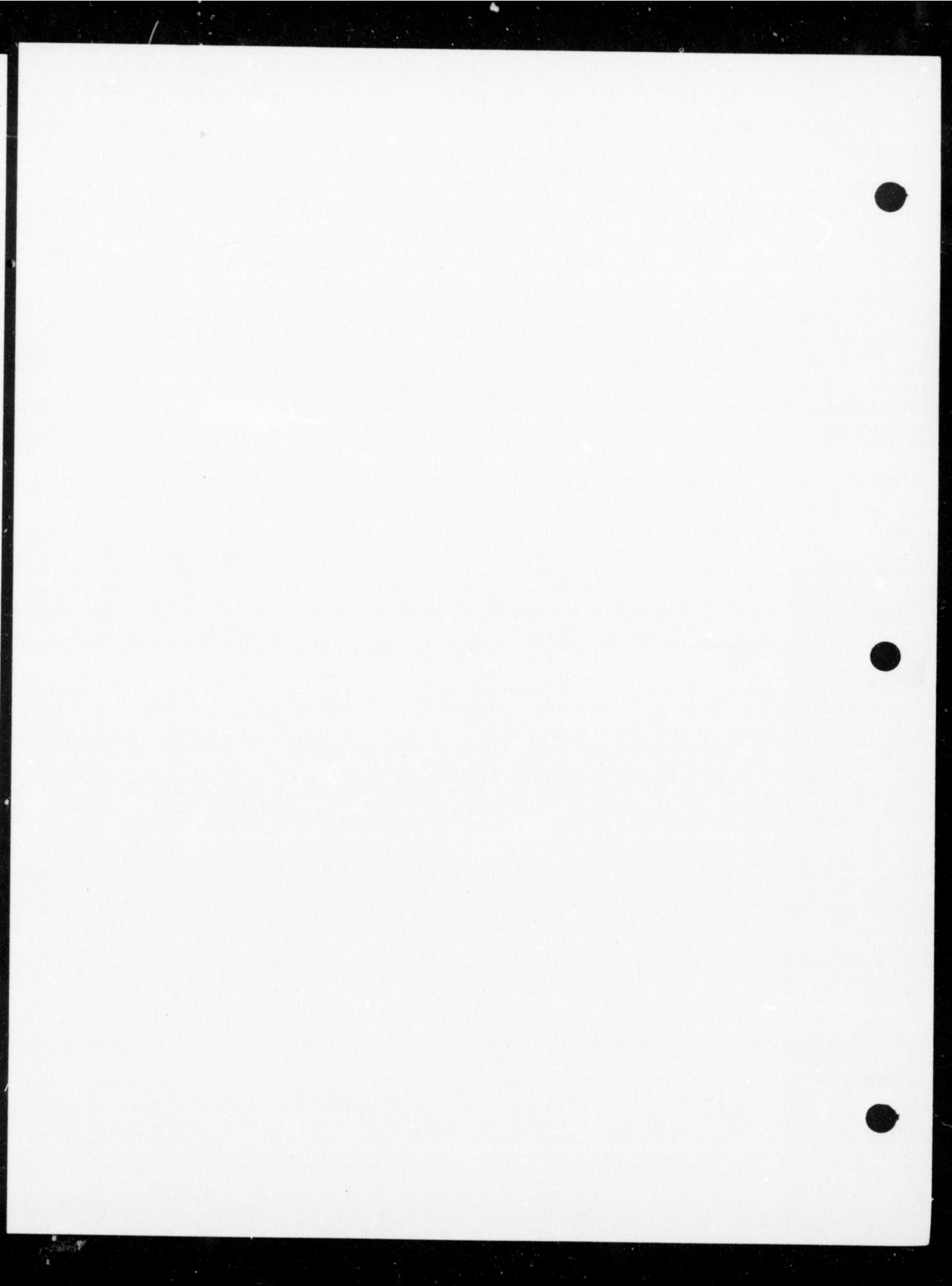
I have received your Notice of Deposition which was served on this office on November 29, 1974, at approximately 4:00 in the afternoon. Unfortunately, because that was the day after Thanksgiving and most of the staff here had taken a vacation day, I did not see the Notice of Deposition immediately. I have consulted with the City Manager, and we will be more than happy to produce any of the items you request if they exist and are in our custody, and the Manager will gladly testify to anything about which he has personal knowledge. However, he is unable to be available at the times you request in your Notice of Deposition, and I do think your Notice was unreasonably short in requesting two full days of his time within less than a week after it was served. I attempted to call your office today and was told that you would be at a hearing all day. Therefore, I am sending this letter to advise you that we will not be able to attend the oral examinations scheduled for this week, but will gladly arrange with you a time of mutual convenience in the near future, perhaps as early as next week if you so desire.

Very truly yours,

Ferrini

Louis N. Kash
CORPORATION COUNSEL

LNK:kd



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EMMELYN LOGAN-BALDWIN
ATTORNEY AND COUNSELOR AT LAW
510 POWERS BUILDING
ROCHESTER, NEW YORK 14614

716-232-2292

December 11, 1974

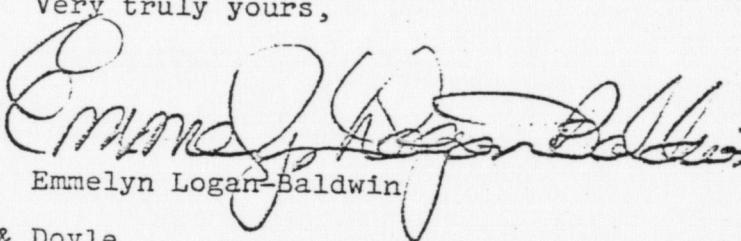
Louis N. Kash, Esquire
Corporation Counsel
City of Rochester
Rochester, New York 14614

Re: Genesee Valley Chapter of the National Organization For
Women, et al v. Elisha C. Freedman, et al

Dear Mr. Kash:

I confirm herewith our arrangements for the deposition
of defendant Freedman on December 17 and 18, 1974, at my office,
address above-noted, beginning at 9:30 a.m. on each day. It is
my understanding that you are furnishing the documents requested
immediately. Please confirm the delivery of these documents,
since it was my understanding that the documents would be in my
possession last Friday, December 6, 1974.

Very truly yours,


Emmelyn Logan-Baldwin

ELB:mac

cc: Nixon, Hargrave, Devans & Doyle
John B. McCrory, Esquire, of counsel
Lincoln First Tower
Rochester, New York 14603

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NEW YORK

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GENESEE VALLEY CHAPTER OF THE NATIONAL
ORGANIZATION FOR WOMEN and EULA LEE BLOWERS)
Plaintiffs) AFFIDAVIT IN
-v-) SUPPORT OF CROSS
ELISHA C. FREEDMAN, individually and as) MOTION TO COMPEL
City Manager of the City of Rochester;) DISCLOSURE AND TO
THOMAS P. RYAN, JR., individually and as) VACATE STAY; OPPO-
Mayor of the City of Rochester;) SITION TO MOTION.
THOMAS GOSNELL, individually and as) TO DISMISS AND FOR
President of Lawyers Cooperative Publishing) SUMMARY JUDGMENT
Company, Inc.; and)
LAWYERS COOPERATIVE PUBLISHING COMPANY, INC.) Civ-74-522
Defendants)

STATE OF NEW YORK)
COUNTY OF MONROE) SS:
CITY OF ROCHESTER)

Sheila Molnar and Eula Lee Flowers, being duly sworn,
according to law, depose and say:

1. Sheila Molnar, individually, alleges that she is one of the current co-presidents of the Genesee Valley Chapter of the National Organization For Women, one of the plaintiffs in the above-noted action. She makes this affidavit in support of plaintiffs' cross motion to compel disclosure and to vacate stay and in opposition to defendants' motion to dismiss and for summary judgment.
 2. Eula Lee Blowers, individually, alleges that she is one of the plaintiffs in the above-noted action. She makes this affidavit in support of plaintiffs' cross motion to compel disclosure and to vacate stay and in opposition to defendants' motion to dismiss and for summary judgment.
 3. Plaintiffs are informed and believe from talking with their attorney that there is no basis for any motion by defendants Freedman and Ryan, since the defendants are in default in answering plaintiffs' Complaint.

4. Plaintiffs are informed and believe from talking with their attorney that their claim, which alleges that it is illegal and unconstitutional for agents and/or employees of a governmental unit to aid an entity which discriminates, is sufficient, as a matter of law. Therefore, the motions of the defendants to dismiss the Complaint for lack of subject matter jurisdiction or failure to state a claim should be denied.

5. There are material issues of fact in dispute in this lawsuit. Therefore, summary judgment must be denied.

6. The questions of material fact which exist between the parties include plaintiffs' proving the allegation which defendants deny, generally, that Lawyers Cooperative Publishing Company maintains a policy, practice, custom and usage of discriminating against its female employees solely because of their sex with respect to compensation, terms, conditions and privileges of employment and limits, segregates and classifies its female employees solely on the basis of sex in ways which deprive and have deprived the female employees of equal employment opportunities and otherwise adversely affect their status as employees because of sex; secondly, that defendant Lawyers Cooperative Publishing Company has consistently and purposefully limited and deprived women employees of their rights guaranteed to them under the United States Constitution, federal and state law, with the intent and design, both directly and indirectly, of fostering and protecting the advantage and advancement of male employees to the detriment of female employees; that illegal employment practices of Lawyers Cooperative Publishing Company include, but are not limited to:

- a) maintaining a system of recruitment and hiring which discriminates against women because of their sex;
- b) maintaining a system of job classification and assignment which discriminates against women because of their sex;
- c) failing to transfer and promote female employees because of their sex;

d) conducting training and apprenticeship programs which discriminate against women because of their sex; 193

e) discriminating against female employees with respect to their compensation because of their sex;
f) discriminating against female employees because of their sex with respect to maternity leave and other employee fringe benefits;

g) discriminating against female employees because of their sex with respect to terms and conditions of employment, including but not limited to harassment, intimidation and discipline.

h) conducting a policy of intimidation and harassment against female employees in retaliation for their opposing discriminatory company policies and practices;

i) discriminating against employees because they opposed practices made unlawful by Title VII or because they made a charge, testified or participated in any manner in an investigation, proceeding or hearing under Title VII.

7. Outside of admitting that there is a contract for the perpetual leasing of public property, Mercury statue, from defendant Freedman, purportedly acting on behalf of the City of Rochester, to defendants Gosnell and Lawyers Cooperative Publishing Company, all material facts surrounding the execution and performance of the agreement are in dispute. All defendants have alleged in general terms that the lease-contract in question has involved the expenditure of "no public funds". (See, for example, Bennett affidavit of November 26, 1974, paragraphs 9-12; Kash affidavit, December 16, 1974, paragraph 5.) Plaintiffs dispute this assertion and have done so under oath. (See plaintiffs' affidavit, November 13, 1974, paragraph 6, Supplemental Affidavit In Support Of Motion For Preliminary Injunction.)

8. Further, defendants directly dispute all the facts surrounding the course of investigation and findings of charges of employment discrimination against Lawyers Cooperative Publishing

Company to date. For example, (1) plaintiffs allege that Lawyers Cooperative Publishing Company refused to take corrective action directed by the New York State Division of Human Rights in its conciliation efforts incidental to investigation of discrimination complaints; defendants deny; (2) plaintiffs allege that the Equal Employment Opportunity Commission has reviewed charges of discrimination against Lawyers Cooperative Publishing Company and found substance to those charges; defendants deny; (3) plaintiffs allege that the Defense Supply Agency, investigating a complaint of company-wide, class-wide employment discrimination filed by Genesee Valley Chapter of the National Organization For Women against Lawyers Cooperative Publishing Company, found such discrimination and made a finding of non-compliance; defendants allege that no court or administrative agency has ever made a determination that Lawyers Cooperative Publishing Company has discriminated and is discriminating; (4) plaintiffs allege that the Defense Supply Agency has conducted compliance reviews at Lawyers Cooperative Publishing Company and found discrimination and that the current compliance review is in suspension because of difficulty of the federal government agency receiving cooperation from Lawyers Cooperative Publishing Company in supplying documents; defendants maintain that the Defense Supply Agency did not find discrimination; (5) plaintiffs maintain that Lawyers Cooperative Publishing Company Affirmative Action Programs directly support their contentions of company-wide, class-wide discrimination practiced by Lawyers Cooperative Publishing Company and that Lawyers Cooperative Publishing Company was found in non-compliance with federal anti-discriminatory regulations and issued a letter to show cause why its contract should not be terminated because of the insufficiency of the Affirmative Action Programs; defendants maintain that there has never been any discrimination found at Lawyers Cooperative Publishing Company by any court or administrative agency and that their Affirmative Action Programs have always been "accepted"; (6) plaintiffs main-

tain that Lawyers Cooperative Publishing Company in order to dissolve the show cause letter of the Defense Supply Agency based on the 195 findings of discrimination against Lawyers Cooperative Publishing Company and to thereby prevent imposition of the ultimate sanction, debarring of contracts, undertook to obligate itself to initiate a complete review of each job description and the salary for each company employee; defendants maintain that there has never been any finding by the Defense Supply Agency, any court or any other governmental or administrative agency and that its two-year study of its job classification and salary structure was a part of the company's "compliance efforts under the federal discrimination laws."

9. We are informed and believe from talking with our attorney that we are entitled to have the defendants appear at depositions, produce documents and answer interrogatories prior to the Court's ruling on the motion for summary judgment. We request, therefore, that the Court vacate its stay of proceedings herein and order the defendants to appear for depositions previously noticed and to appear for the depositions noticed herewith as well as answer interrogatories and produce documents pursuant to the notices submitted herewith.

10. In any event, we request that the Court deny all of defendants' motions and compel the defendants to appear for depositions, answer interrogatories and produce documents so that this case may be heard expeditiously.

Sheila Holnar
SHEILA HOLNAR

Sworn to before me this 18th day of December, 1974

Notary Public

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Eula Lee Blowers
EULA LEE BLOWERS

Sworn to before me this
day of December, 1974.

18th

Notary Public

State of California
County of San Joaquin
Commissioner of Deeds
Serial No. 5

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NEW YORK

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GENESEE VALLEY CHAPTER OF THE NATIONAL
ORGANIZATION FOR WOMEN and EULA LEE BLOWERS)

Plaintiffs)

-v-

ELISHA C. FREEDMAN, individually and as
City Manager of the City of Rochester;
THOMAS P. RYAN, JR., individually and as
Mayor of the City of Rochester;
THOMAS GOSNELL, individually and as
President of Lawyers Cooperative
Publishing Company, Inc.; and
LAWYERS COOPERATIVE PUBLISHING COMPANY,
INC.

) NOTICE OF DEPOSITION
(Civ-74-522

Defendants)

PLEASE TAKE NOTICE that the plaintiffs will take the deposition upon oral examination of the agent and/or employee of defendant Lawyers Cooperative Publishing Company, Donald Bennett, whose address is 1 Aqueduct Street, Rochester, New York, pursuant to the Federal Rules of Civil Procedure, before a notary public or some other officer duly authorized to administer oaths on January 28, 29 and 30, 1975 between the hours of 10:00 a.m. and 12 noon and 2:00 p.m. and 5:00 p.m. on each day at 510 Powers Building, Rochester, New York 14614.

PLEASE TAKE FURTHER NOTICE that the agent and/or employee of defendant Lawyers Cooperative Publishing Company, Donald Bennett, is required to produce any and all documentary evidence in the possession of himself or Lawyers Cooperative Publishing Company relating directly or indirectly to the issues raised in plaintiffs' complaint, including, without limitation:

1. All EEO-1 reports prepared and filed by Lawyers Cooperative Publishing Company;
2. All Affirmative Action Programs prepared by Lawyers Cooperative Publishing Company, together with any attachments,

supporting data, exhibits, amendments, supplementary material and the like, of any nature whatsoever;

198 3. The document or documents of Lawyers Cooperative Publishing Company showing the different departments at Lawyers Cooperative Publishing Company and, for each department, the employees in that department, including date of hire, sex, classification, advancement experience of employee, salary experience of employee and present salary, as of December 2, 1971;

4. All writings in connection with the National Organization For Women complaint of December, 1971 against Lawyers Cooperative Publishing Company filed with the Office of Federal Contract Compliance and all writings furnished by Lawyers Cooperative Publishing Company to any entity, government or otherwise, in response to those charges;

5. All writings of any nature whatsoever furnished by Lawyers Cooperative Publishing Company to the Office of Federal Contract Compliance, Department of Defense, or any other governmental agency or subdivision or enforcement and/or compliance officer of such agency in connection with any investigation and/or compliance review conducted by the government agency or officer in connection with Lawyers Cooperative Publishing Company's meeting government prohibitions against discrimination in employment;

6. All writings of any nature whatsoever sent to Lawyers Cooperative Publishing Company by the Office of Federal Contract Compliance, Defense Department and/or any other governmental entity or agent in connection with that government entity's or agent's compliance review and/or investigation of Lawyers Cooperative Publishing Company's adherence to prohibitions against discrimination in employment;

7. All documents and/or writings of any nature whatsoever constituting the wage structure of Lawyers Cooperative Publishing Company as of December 2, 1971;

8. All documents and/or writings of any nature whatsoever constituting the wage structure of Lawyers Cooperative Publishing Company as of January 1, 1974.

9. All writings of any nature whatsoever from or to Lawyers Cooperative Publishing Company in connection with the two-year study of Lawyers Cooperative Publishing Company job classification structure undertaken by an outside independent firm of management consultants - between approximately December, 1971 and January 1, 1974

10. The lease-contract agreement for the leasing of public property, Mercury statue, to defendant Lawyers Cooperative Publishing Company, Inc. and any and all drafts of that agreement, proposals for that agreement and revisions of that agreement.

11. All writings of any nature whatsoever and/or copies of writings of any nature whatsoever relating directly or indirectly to the disposition of public property, Mercury statue, whether by sale, gift, lease or otherwise to any corporation or person, including, without intending to limit, all letters sent or received, memoranda, notes, etc., in the possession of any defendant and/or the City of Rochester.

12. Any legal opinion rendered by the City of Rochester Corporation Counsel in connection with the formal complaint of Genesee Valley Chapter of the National Organization For Women to the City of Rochester City Council of the illegality of the lease-contract "arrangement" between the City of Rochester and defendant Lawyers Cooperative Publishing Company.

13. The document or documents showing the expenditures of
200 any monies, from whatever source, from 1951 to date on (1) the removal of public property, Mercury statue, from public display, (2) the transportation of Mercury statue, (3) the storage of Mercury statue, (4) the public display of Mercury statue by Lawyers Cooperative Publishing Company.

14. Any appraisals or estimates of the value of the Mercury statue, 1951 to date.

15. Any appraisals and/or estimates for the repair of Mercury statue, 1951 to date.

16. Any bill or statement, from 1951 to date, on (1) removal of the Mercury statue from public display, (2) the transportation of Mercury statue, (3) the storage of Mercury statue, (4) the display of Mercury statue by Lawyers Cooperative Publishing Company.

17. The portions of any master plan of the City of Rochester and/or County of Monroe referring to plans for the public display of Mercury statue.

18. The document and/or documents constituting any proposal for the public display of Mercury statue, 1951 to date.



EMMELYN LOGAN-BALDWIN
Attorney for Plaintiffs
Office and Post Office Address
510 Powers Building
Rochester, New York 14614
Telephone: 716-232-2292

December 20, 1974

To: Nixon, Hargrave, Devans & Doyle
John B. McCrory, Esquire of counsel
Lincoln First Tower
Rochester, New York 14603

Louis N. Kash, Esquire
Corporation Counsel
City of Rochester
City Hall
Rochester, New York 14614

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NEW YORK

201

GENESEE VALLEY CHAPTER OF THE NATIONAL)
ORGANIZATION FOR WOMEN and EULA LEE BLOWERS)
Plaintiffs)
-v-)
ELISHA C. FREEDMAN, individually and as) FIRST
City Manager of the City of Rochester;) INTERROGATORIES
THOMAS P. RYAN, JR., individually and as) PROPOUNDED BY
Mayor of the City of Rochester;) PLAINTIFFS
THOMAS GOSNELL, individually and as) Civ-74-522
President of Lawyers Cooperative Publishing)
Company, Inc.; and)
LAWYERS COOPERATIVE PUBLISHING COMPANY, INC.)
Defendants)

)

TO: NIXON, HARGRAVE, DEVANS & DOYLE
John B. McCrory, Esquire of Counsel
Lincoln First Tower
Rochester, New York 14603
716-546-8000
Attorney for Defendants, Thomas Gosnell
and Lawyers Cooperative Publishing Company, Inc.

LOUIS N. KASH, ESQUIRE
Corporation Counsel
City of Rochester
City Hall
Rochester, New York 14614
716-454-4000
Attorney for Defendants, Elisha C. Freedman
and Thomas P. Ryan, Jr.

Plaintiffs request that defendants THOMAS GOSNELL and LAWYERS COOPERATIVE PUBLISHING COMPANY, INC., by an officer or agent competent to testify concerning the facts about which inquiry is made, answer under oath, in accordance with Rule 33 of the Federal Rules of Civil Procedure, the following Interrogatories. The information requested in each Interrogatory is to be answered separately as to each year from 1960 to the present unless otherwise indicated. In lieu of identifying particular documents, such documents may, at your option, be attached to the answers to these Interrogatories.

These Interrogatories shall be deemed continuing and shall be supplemented when necessary to reflect events occurring and information becoming available subsequent to the filing of initial answers. Defendant is requested to answer every portion of each inquiry to the extent that there is no specific objection to each such portion.

For the purposes of these Interrogatories the following definitions apply:

A. As used herein "identify" and "state the identity of," when used in reference to:

1. Documents shall mean to state the date, author, sender, recipient, type of document (i.e., a letter, telegram, memorandum, book, chart, etc.) or other means of identifying it, and its present location or custodian, and in the case of a document within the possession, custody or control of Defendant LAWYERS COOPERATIVE PUBLISHING COMPANY, whether Defendant LAWYERS COOPERATIVE PUBLISHING COMPANY will make it available to Plaintiff's attorney for inspection and/or copying; and in the case of a document that was, but is no longer, in the possession, custody, or control of Defendant LAWYERS COOPERATIVE PUBLISHING COMPANY what disposition was made of it;

2. Communication or communications shall mean to state the date, communicator, communicatee, any other person present at or overhearing the communication and the nature of the communication and shall include any oral, written or visual contact between two or more persons wherein any information or document was exchanged between two or more persons;

3. Data shall mean any document or communi-

cation as defined above and as referred to in the instructions.

4. Source shall mean to state each of 1, 2 20

and 3 above which relate to the topic being inquired about;

5. Person shall mean an individual, firm, partnership, corporation, proprietorship, joint venture, association, governmental bureau, branch, or agency, or any other organization or entity. In each case a response shall state the full name and present or last-known position or job classification and business affiliation of an individual.

B. As used herein, "relating to" means in any way, directly or indirectly, concerning, referring, or relating to, analyzing, considering, supporting, qualifying or negating.

C. "Date" shall mean the exact day, month and year if ascertainable, or if not, the best approximation.

D. "Place" shall mean the exact location, if ascertainable, within a building, which shall also be identified, or any other location if applicable and ascertainable or if not, the best approximation.

E. The term "white" when used in reference to a person, employee or applicant does not include Spanish - surnamed Americans. In this regard, when a question requires the identification of individuals by national origin, information on Spanish - surnamed Americans should be separately listed.

Instructions

In answering each of the following Interrogatories, you are requested to identify all data relied upon by you in answer to each part, paragraph, or subparagraph thereof.

Interrogatories

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1. For each facility maintained by LAWYERS COOPERATIVE PUBLISHING COMPANY in the State of New York state:
 - a. its name;
 - b. its location;
 - c. the date since it has been in use by the Company;
 - d. whether it has been in use prior to such date, and, if so, the relationship of the prior user to LAWYERS COOPERATIVE PUBLISHING COMPANY, INC.:
 - e. whether the use has discontinued, and, if so, the date of its termination.
2. State the number of employees at each facility identified in the answer to Interrogatory No. 1, as of January 1 of each year from 1960 to the present.
3. For each facility identified in the answer to Interrogatory No. 1, state:
 - a. the name of each department in the facility;
 - b. the name of each job category or sub-category in each department from January 1, 1960 to the present indicating the time period in which such categories were in the department;
 - c. the duties performed and/or responsibilities fulfilled by employees in each job category or sub-category;
 - d. the rate of pay for each job category or sub-category as of January 1, 1960 and January 1 for each succeeding year

until January 1, 1974;

- e. the present rate of pay for each job category or sub-category; 205
- f. the number of (1) all employees, (2) white male employees, (3) white female employees, (4) black male employees (5) black female employees (6) Spanish-surnamed American male employees (7) Spanish-surnamed American female employees in each shift or each job category or sub-category as of January 1, of each year from 1960 to 1974 and as of the present;
- g. those job categories in which the employees were represented by a "labor organization", as that term is defined in 42 U.S.C. §2000e(d), as of January 1, of each year from 1960 to 1974;
- h. the name and address of each labor organization which represented employees in a particular job category identified in answer to part (g), indicating the job categories the labor organization represented, and the dates within which the labor organization represented these employees;
- i. the title and dates of any agreement into which LAWYERS COOPERATIVE PUBLISHING COMPANY entered with the labor organizations.

4. Identify, with sufficient specificity to form the basis of an eventual Rule 34 request for the production of documents, all documents in the company's possession, subject to its control, or of which it has knowledge, which would reflect any of the information requested in Interrogatory 3 and state to which subsection each such document is relevant.

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5. For each facility identified in the answer to Interrogatory No. 1, state the number of applications for employment filed with LAWYERS COOPERATIVE PUBLISHING COMPANY, during each year from January 1, 1960 to January 1, 1974 and from January 1, 1974 to the present, by (1) all applicants (2) white male applicants (3) white female applicants (4) black male applicants (5) black female applicants (6) Spanish-surnamed American male applicants and (7) Spanish-surnamed American female applicants.

6. State, separately for each numbered part of the response to Interrogatory 5 above:

- a. the number of applicants considered qualified, under whatever standards were then in use, to be employed by the company in any capacity, regardless of whether any such jobs were then available and regardless of whether the applicant was in fact hired by the company.
- b. the number of applicants considered not qualified, under whatever standards were then in use, to be employed by the company in any capacity.

7. For each new hire since January 1, 1960, state:

- a. name of person hired;
- b. whether the person hired was white, black, Spanish-surnamed American, male or female;
- c. whether the person was recruited by:
 - (1) word-of-mouth recruiting (referral or recommendation);
 - (2) advertisement;
 - (3) campus recruiting or other solicitations;

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- (4) employment agencies;
 - (5) other;
 - d. the name, race and sex of the person referring or recommending each person hired pursuant to (c) (1) above;
 - e. the dates of the publication or broadcast of the advertisement which lead to the hiring of persons listed in answer to (c) (2) above, the name of the publisher or broadcaster of such advertisements, whether the advertisement was placed in a "Help Wanted Male" "Help Wanted Female" or similarly designated column and whether the body of the ad contained any specification as to the sex, race or national origin of the employee sought;
 - f. name of the college, school or any other place visited, in recruiting persons hired pursuant to (c)(3) above, and state the date of such visits;
 - g. the name and address of the employment agency used to recruit persons hired pursuant to (c)(4) above, and state the specifications of your order to the employment agency, including any sex, race or national origin preferences.
- 8.a. Specify all employment advertisements for employment covered in Interrogatory No. 7(c)(2), indicating the name and address of the publisher or broadcaster, and the dates of the publication or broadcast of the advertisement.
- b. Specify all college, school or other recruiting visits not described in Interrogatory 7(c)(3), indicating their places and dates.
- c. Specify all employment requests furnished to employment agencies other than those identified in answer to Interrogatory 7 (c)(4), and state the name and address of the employment agency and any specification in such requests as to race, sex or national origin.

9. Identify, with sufficient specificity to form the basis of an eventual Rule 34 request for the production of documents, all documents in the company's possession, subject to its control, or of which it has knowledge, which would reflect any of the information requested in Interrogatories 5, 6, 7, and 8, and state the portions of such Interrogatories to which each such document is relevant.

10. Identify, with sufficient specificity to form the basis of an eventual Rule 34 request for the production of documents, all of the forms now used by the company in connection with the processing of applications for employment and state as to each form the period during which it has been used.

11. Identify, with sufficient specificity to form, the basis of an eventual Rule 34 request for the production of documents, each of the forms used by the company between January 1, 1960 and the present date, but which are not now used, in connection with the processing of applicants for employment, and state as to each the period in which it was in use.

12. For each facility identified in answer to Interrogatory No. 1, state the length of time during which an application for employment will continue to be considered by LAWYERS COOPERATIVE PUBLISHING COMPANY after it is filed.

13. For each facility identified in answer to Interrogatory No. 1, state the length of time application for employment retained by LAWYERS COOPERATIVE PUBLISHING COMPANY if:

- a. the applicant was employed;
- b. the applicant was not employed.

14. For each facility identified in answer to Interrogatory No. 1, state what steps an applicant for employment should or must take in order to have his or her application receive continued consideration by LAWYERS COOPERATIVE PUBLISHING COMPANY. State the effects of failure to take such steps.

15. For each facility identified in answer to Interrogatory No. 1, state:

- a. the address of each office used at any time since January 1, 1960 to the present to interview applicants for employment;
- b. the name, address, job, race, sex and national origin of each person employed by LAWYERS COOPERATIVE PUBLISHING COMPANY to work in each such office.

16. Identify, with sufficient specificity to form the basis of an eventual Rule 34 request for the production of documents, all documents in the company's possession, subject to its control, or of which it has knowledge, which would reflect any of the information requested in Interrogatory 15 and state the portions of Interrogatory 15 to which each such document is relevant.

17.a. For each job category or sub-category identified in answer to Interrogatory No. 3 b. state whether LAWYERS COOPERATIVE PUBLISHING COMPANY has ever, since January 1, 1960, inquired concerning an applicant for employment's:

1. arrests;
2. criminal convictions;
3. bankruptcies;
4. garnishments;
5. debts and installment payments;

6. sex;
7. marital status;
8. number of children;
9. child care arrangements;
10. menstrual cycle experience;
11. political affiliations or preferences;
12. friends and associates;
13. social attitudes;
14. race ;
15. religion;
16. color;
17. national origin;
18. citizenship;
19. length of residency;
20. education accomplishments;
21. bank references or other type commercial references;

b. If such inquiries were made state the dates when the inquiries were made.

18. For each facility and for each job category and for each of the years from 1960 to present, state:

- a. any directions, oral or written, to persons in the employ of LAWYERS CO-OPERATIVE PUBLISHING COMPANY, Inc. who were screening job applicants;
- b. any directions, oral or written, to such persons concerning questions to ask of potential applicants;
- c. the contents of any interviewer's analysis sheet or similar document utilized by LAWYERS COOPERATIVE PUBLISHING COMPANY

or its agents;

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- d. any questions which were to be asked of females, blacks, and Spanish-surnamed Americans which were not asked of other persons.

19. Identify, with sufficient specificity to form the basis of an eventual Rule 34 request for the production of documents, all documents in the possession of LAWYERS COOPERATIVE PUBLISHING COMPANY, subject to its control, or of which it has knowledge, which would reflect any of the information requested in Interrogatories 17 and 18 and identify the portions of Interrogatories 17 and 18 to which each document is relevant.

20. For each job category or sub-category listed in response to Interrogatory 3b above, state:

- a. each objective criterion, other than performance on written or manual tests, that has been a factor in evaluating applicants for employment or deciding the initial assignment of new hires to such job category at any time since January 1, 1960;
- b. the periods during which such criterion has been in use;
- c. the weight given to each such criterion.

21. For each job category or sub-category listed in response to Interrogatory 3b above state:

- a. each objective criterion, other than performance on a written or manual test, that ha been a factor considered in connection with the transferring, upgrading and/or promotion of employees to such job category or sub-category, at any time since January 1, 1960;
- b. the periods during which each such criterion has been in use;

c. the weight to each such criterion.

22. Identify, with sufficient specificity to form the basis of an eventual Rule 34 request for the production of documents, all documents in LAWYERS COOPERATIVE PUBLISHING COMPANY's possession, subject to its control, or of which it has knowledge, which would reflect any of the information requested in Interrogatories 20 and 21 and identify the portions of each such Interrogatory to which each such document is relevant.

23. As to each criterion set forth in the responses to Interrogatories 20 and 21 above, state:

- a. whether any such criterion has since January 1, 1960 been waived for any employee or employees. If so, state the circumstances of each such waiver, including the criterion involved and the dates and numbers of white male, Spanish-surnamed American male, black male, white female, Spanish-surnamed American female, and black female employees benefited in each such instance;
- b. the name and address of each company official participating in the decision to adopt, to retain, to modify, or to abandon each such a criterion.

24. Identify, with sufficient specificity to form the basis of an eventual Rule 34 request for the production of documents, all documents in LAWYERS COOPERATIVE PUBLISHING COMPANY's possession, subject to its control, or of which it has knowledge, which would reflect any of the information requested in Interrogatory 23 and state the portions of Interrogatory 23 to which each such document is relevant.

25. For each facility listed in answer to

- a. whether any written or manual tests tests have been administered to applicants for employment or persons seeking or under consideration for promotion from January 1, 1960 to the present;
- b. the name and a brief description of each such test;
- c. the job categories or sub-categories for which each such test is used;
- d. the dates during which each test was used for each job category;
- e. the extent to which LAWYERS COOPERATIVE PUBLISHING COMPANY used the test scores in selecting employees for each job category.

26. For each test listed in answer to Interrogatory 25(b) state:

- a. whether a fixed passing score on such a test has been required for employment in, or promotion to, any job category or sub-category at any time from January 1, 1960 to the present;
- b. the fixed passing score on each test and the job category or sub-category for which this score has been required;
- c. the dates during which each such fixed passing score has been required for each job category or sub-category;
- d. whether the requirements of taking or passing any test has been waived by LAWYERS COOPERATIVE PUBLISHING COMPANY for any applicant, or employee, group of applicants or employees;

- e. which test taking or passing requirements have been waived for each job category or sub-category, and give the date of each such waiver;
- f. the number of white male, black male, Spanish-surnamed American males, white female, black female, Spanish-surnamed American female employees or applicants for employment who have benefited by such waivers;
- g. the name and address of each of LAWYERS COOPERATIVE PUBLISHING COMPANY's officers agents, and employees and outside or professional consultant who participated in any way in the adoption, retention, modification or abandonment of any test-taking or test-passing requirement.
- h. the efforts made by, on behalf of, or in cooperation with LAWYERS COOPERATIVE PUBLISHING COMPANY to evaluate the effectiveness of such test to predict job performance, indicating for each such test:
 - (1) the nature and date of each such evaluation effort.
 - (2) the results of each such evaluation effort.
 - (3) the name and address of each of LAWYERS COOPERATIVE PUBLISHING COMPANY's officers, agents and employees and of each outside or professional consultant who participated in any way in each such evaluation effort.

27. State the number of white male, white female, black male, black female, Spanish-surnamed American male and Spanish-surnamed American female applicants for emplo

ment who have taken tests for which there is a fixed passing score, and state the name, race, sex and national origin of 215 applicants or employees who have passed such tests in each year from January 1, 1960 to the present.

28. Identify, with sufficient specificity to form the basis of an eventual Rule 34 request for the production of documents, all documents in the company's possession, or subject to its control, or of which it has knowledge, which would reflect any of the information requested in Interrogatories 25, 26 and 27 and state the portions of Interrogatories 25, 26 and 27 to which each such document is relevant.

29. For each test listed in response to Interrogatory 25, state:

- a. the names, addresses, and relationship to the company of the person or persons who administer the tests;
- b. the names, addresses, and relationship to the company of the person or persons who score the tests;
- c. the names, addresses, and relationship to the company of the person or persons who inform applicants or employees of the results of these tests;
- d. whether, and under what circumstances, an applicant's or employee's test score and/or answer sheet is made available to him/her after the test is graded;
- e. whether, and under what circumstances, an applicant or employee who has taken a test may inspect the test scores, and/or the answer sheets of other employees

who have taken the same test.

- f. the length of time during which the test scores, and/or the answer sheets are retained by the company or by others on its behalf, or over whom it has control.
- g. the circumstances, if any, under which an applicant or employee who fails or performs poorly on such a test the first time is permitted to take it again.

30. Identify, with sufficient specificity to form the basis of an eventual Rule 34 request for the production of documents, all documents in LAWYERS COOPERATIVE PUBLISHING COMPANY's possession, subject to its control, or of which it has knowledge, which would reflect any of the information requested in Interrogatory 29 and state the portions of Interrogatory 29 to which each such document is relevant.

31. For each of the job categories or sub-categories listed in response to Interrogatory 3b state:

- a. whether employees assigned to this job category or sub-category are ordinarily expected to acquire skills in the performance of their jobs which are considered essential to the performance of higher-paying or more desirable jobs;
- b. the skills expected to be acquired;
- c. the job categories or sub-categories for which the acquisition of these skills is considered essential;
- d. the period of time normally essential for the sufficient acquisition of such skills;
- e. whether such a period of time has, at any time since January 1, 1960, been embodied in a job residency or job ten-

ancy requirement which an employee must complete before being considered for promotion or transfer.

- f. the length of any job residency or tenancy requirement, the dates during which it has been in use, and each instance in which it has been waived as to any employee or group of employees, indicating for each such waiver;
- g. for each waiver, set forth in (e);
 - (1) where the employee worked at the time of the waiver;
 - (2) the date of the waiver;
 - (3) the job category or sub-category to which he/she could be promoted because of the waiver;
 - (4) whether he/she in fact received such a promotion,
 - (5) the number of white male employees, Spanish-surnamed American male employees, black male employees, white female employees, Spanish-surnamed female employees, and black female employees benefited by the waiver;
- h. whether alternative means of acquiring such skills are available to employees. If so, describe them. State their cost, if any, to the employee and state the length of time normally required to acquire such skills by such alternate means.

32. Identify, with sufficient specificity to form the basis of an eventual Rule 34 request for production of documents, all documents in the company's possession, or subject to its control or of which it has knowledge, which would

reflect any of the information requested in Interrogatory 31 and state the portions of each such Interrogatory to which each such document is relevant.

33. For each facility listed in answer to Interrogatory No. 1, and for each year from January 1, 1960 to the present, state:

- a. the number of job applicants hired and initially assigned to each job category or sub-category listed in answer to Interrogatory No. 3(b), indicating separately:
 - (1) all new hires;
 - (2) white male hires;
 - (3) white female hires;
 - (4) black male hires;
 - (5) black female hires;
 - (6) Spanish-surnamed American male hires;
 - (7) Spanish-surnamed American female hires;
- b. the number of employees upgraded or promoted to each job category or sub-category listed in answer to Interrogatory 3(b), indicating separately:
 - (1) all employees promoted;
 - (2) white male employees promoted;
 - (3) white female employees promoted;
 - (4) black male employees promoted;
 - (5) black female employees promoted;
 - (6) Spanish-surnamed American male employees promoted;
 - (7) Spanish-surnamed American female employees promoted;

34. Identify, with sufficient specificity to form the basis of an eventual Rule 34 request for the produc-

tion of documents, all documents in the company's possession, or subject to its control, or of which it has knowledge, which would reflect any of the information requested in Interrogatory 33 and state the portions of Interrogatory 33 to which each such documents is relevant.

35. For each seniority system which is presently in use and for each seniority system which was in use at any time between January 1, 1960, and the present date, state the following:

- a. the period during which it is/was in effect;
- b. the job categories or sub-categories to or between which it is/was applied;
- c. whether it is/was embodied in any collective bargaining or other agreement with a union;
- d. the extent to which it governed an employee's
 - (1) ability to avoid being laid off;
 - (2) ability to "bump" a junior employee from his or her job;
 - (i) where the junior employee is/ was in the same line of progression and department;
 - (ii) where the junior employee is/ was in a different line of progression or in a different department;
 - (3) right to be recalled, if laid off;
 - (4) ability to be upgraded or promoted;
 - (5) ability to obtain a transfer;
 - (6) right to better terms and conditions of employment, such as longer vacations, etc;

- e. whether it differentiates/differentiated between employees on the basis of sex by its terms;
- f. the composition of each seniority roster thereunder indicating race, national origin and sex of each person in each seniority roster and the time from which his or her seniority dates.

36. Does a transfer from one department to another or from one line of progression to another ever result in a loss of any kind of seniority? If so, describe.

37. For each facility and for each job category or sub-category listed in response to Interrogatory 3b above; state:

- a. all methods used by the company to inform current employees of job vacancies;
- b. the exact location at which any notices of job vacancies are posted;
- c. the length of time such notices are posted;
- d. the job categories or sub-categories:
 - (1) for which notices are always posted;
 - (2) for which notices are sometimes posted;
 - (3) for which notices are never posted.
- e. information requested in all forms used by the company in connection with the processing of applications for transfer or promotion to the job vacancies.
- f. the names, addresses, race, sex, national origin, and job title of all persons responsible for making recommendations, receiving and/or processing a request for promotion or transfer to the job vacancies.
- g. the dates for which any method described in 37(a) was/is in use.

38. Identify, with sufficient specificity to 221

form the basis of an eventual Rule 34 request for the production of documents, all documents in the company's possession, subject to its control, or of which it has knowledge, which would reflect any of the information requested in Interrogatory 37 and state to which subsection of the Interrogatory each such document is relevant.

39. State, separately for each facility and for each category and subcategory, for each twelve month period since January 1, 1960 and for the period from January 1, 1974 to the present, the number of employees:

a. who requested promotion or transfer to other job categories or sub-categories, indicating the exact figure for:

- (1) all employees;
- (2) white male employees;
- (3) white female employees;
- (4) black male employees;
- (5) black female employees;
- (6) Spanish-surnamed American male employees;
- (7) Spanish-surnamed American female employees;

b. who requested promotions or transfers and who satisfied the objective criteria established by the Company to determine whether an employee shall be promoted or transferred, regardless whether the job sought was available, indicating the exact figure for:

- (1) all employees;
- (2) white male employees;

- (3) white female employees;
- (4) black male employees;
- (5) black female employees;
- (6) Spanish-surnamed American male employees;
- (7) Spanish-surnamed American female employees;

40. Identify, with sufficient specificity to form the basis of an eventual Rule 34 request for production of documents, all documents in the Company's possession, subject to its control, or of which it has knowledge, which would reflect any of the information requested in Interrogatory 39 and state the subsection of the Interrogatory to which each document is relevant.

41. For each facility and for each twelve month period since January 1, 1960 and for the period from January 1, 1974 to present, state:

- a. each job category or sub-category in which it is or has been possible to earn:
 - (1) overtime pay, include the rate of such overtime pay;
 - (2) incentive pay, include the rate of such incentive pay;
- b. the practice and procedures by which production quotas are set;
- c. the names, addresses, race, sex, national origin and job title of the Company's officials, agents or employees who allocate production quotas, separately for each job category or sub-category;
- d. the means by which work is allocated to

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employees in each job category or sub-
category listed in answer to a() when
there is insufficient work for each em-
ployee to work at his or her full capa-
city;

- e. the means by which overtime work is
allocated to employees in each category
or sub-category listed in answer to a(1);
- f. the names, addresses, sex, race, national
origin and job title of the Company's of-
ficers, agents or employees who allocate
incentive pay work and overtime work to
employees in each job category or sub-
category listed in answer to (a).

42. For each year from July 2, 1965 to the
present, state separately for each category or sub-category:

- a. average incentive pay earned by:
 - (1) male employees;
 - (2) female employees;
- b. average overtime pay earned by:
 - (1) male employees;
 - (2) female employees;

43. If at any time after January 1, 1960 two
employees in the same job category or sub-category have worked
under different production quotas for the same material, des-
cribe in detail the circumstances in each case. include, but
do not limit to your answer to the following information:

- (1) the dates such quotas were used;
- (2) the number of male employees and the
number of female employees involved;
- (3) the reasons for such different quotas;
- (4) the names, addresses, race, sex, national
origin and job title of the Company's
officers, agents, and employees who al-
located such quotas in each instance.

44. Identify, with sufficient specificity to form the basis of an eventual Rule 34 request for production of documents, all documents in the Company's possession, subject to its control, or of which it has knowledge, which would reflect any of the information requested in Interrogatories 41, 42 and 43 and state subsection of the Interrogatory to which each document is relevant.

45. State separately as to each year from January 1, 1960 to the present, whether there has been any job category or sub-category in which male, female, Spanish-surnamed Americans or black Americans were not employed or if employed did not exceed five per cent (5%) of the number of persons therein employed. If so, give the job category or sub-category and dates in which above described situation prevailed. Give the actual per cent, if any, of the male, female, Spanish-surname Americans or black Americans so employed.

46.(a) State whether at any time since January 1, 1960 Spanish-surnamed Americans, black Americans, males or females have been restricted or excluded from any:

- (1) job category or sub-category;
- (2) occupational grouping;
- (3) line of progression;
- (4) department;
- (5) room, compartment or other plant facility;

b. If the answer to (a) is affirmative, state:

- (1) the period during which each restriction or exclusion was operative;
- (2) the means by which each restriction or exclusion was operative;

- (3) the dates and manner of removal of each restriction or exclusion, if, in fact they have been removed,
- (4) the nature of any rights granted to, or conditions imposed upon employees desiring transfer to positions from which they were the previously restricted or excluded, including by not limited to:
- (a) the amount of job, occupational grouping, departmental, room or divisional seniority, if any, an above mentioned employee retains upon promotion or transfer to a previously inaccessible position.
- (b) whether access to any of the previously restricted positions is now limited or denied, or for a time was limited or denied to the described employees because they had not been previously employed in the positions as to which a restriction was at one time operative. If so, state the details of each situation and describe how seniority is utilized in placing persons into positions from which they were formerly barred.

47. Identify, with sufficient specificity to form the basis of an eventual Rule 34 request for the production of documents, all the documents in the Company's possession, subject to its control, or of which it has knowledge, which would reflect any of the information requested in Interrogatories 45 and 46 and state the subsection of the Interrogatory to which each document is relevant.

48.(a) State whether the Company has ever received complaints or petitions, directly or indirectly, by any employees alleging that they have been subjected to racial or sexist epithets, physical force, overly-technical enforcement of Company regulations, personal indignities, reprisals, and/or other forms of harassment because of their being black, female or Spanish-surnamed.

b. If the answer to (a) is affirmative state:

- (1) The allegation made in each complaint or petition;
- (2) whether LAWYERS COOPERATIVE PUBLISHING COMPANY conducted an investigation of the complaint or petition in detail;
- (3) the name, address, race, sex, national origin and job title of the Company official, agent or employee in charge of the investigation;
- (4) the findings of the investigation and state if any record currently exists of such findings;
- (5) the final disposition of the complaint or petition.

49.a. State whether LAWYERS COOPERATIVE PUBLISHING COMPANY has ever received any complaints or petitions from any of its black, female or Spanish-surnamed employees alleging race, sex or national origin discrimination in any of the terms or conditions of employment with the Company.

b. If the answer to a is affirmative state:

- (1) the allegations of the complaint or petition;

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- (2) whether an investigation was conducted concerning the complaint or petition;
 - (3) the name, address, race, sex, national origin and job title of the Company official, agent or employee in charge of the investigation;
 - (4) the findings of the investigation and state if any record currently exists of such findings;
 - (5) the final disposition of the complaint or petition.

50. State whether the Company has ever been subjected to a review of its employment practices by the United States Government Office of Federal Contract Compliance, or the Wage and Hour Division of the United States Department of Labor. If the answer is affirmative further state:

- a. the contracting agency involved;
- b. the reviewing agency;
- c. the discrimination alleged;
- d. the dates of any investigation;
- e. findings of the investigating agency;
- f. whether as a result of the investigation any contract with an agency of the United States has been cancelled, terminated, suspended or otherwise affected.

51. I certify with sufficient specificity to form the basis of an eventual Rule 34 request for production of documents, all reports which have been prepared and/or filed with the Office of Federal Contract Compliance (OFCC) between January 1, 1960 and the present date, and all written reports and materials used to prepare such reports.

52. Identify with sufficient specificity to form the basis of an eventual Rule 34 request for production of documents in the Company's possession, subject to its control, or of which it has knowledge, which would reflect any of the information in Interrogatory 50.

53. State whether the company, at any time between January 1, 1960 and the present date, has been named as a defendant in any judicial and/or administrative action wherein the claims of the plaintiff(s) have been based in whole or part on Title VII of the Civil Rights Act of 1964, the Equal Pay Act, Section 1 of the Civil Rights Act of 1866, Section 2 of the Civil Rights Act of 1871 or New York State Human Rights Law. If so, state:

- a. the date the action was filed;
- b. the court or agency in which the action was filed and the civil action or control number assigned;
- c. the parties to the action;
- d. the current status of the action, if it is currently pending;
- e. the disposition of the action, if it is no longer pending.

54. For each job- vacancy which became open during the twelve month period preceding January 1, 1960, and for each year thereafter, indicate separately for each facility:

- a. the name and current address of the person who filled the vacancy and his/her prior job with the Company;
- b. the names of all persons considered

eligible for the job and their qualifications;

- c. the names of all persons informed of the vacancy and the means utilized;
- d. all bid notices posted, including location and dates.

55. For the twelve month period preceding January 1, 1960 and for each year thereafter, list any job category which had both males and females and state:

- a. the rate of pay for males and females in each category;
- b. the name and current address of the females in such categories;
- c. state, separately for males and females, the length of time they remained in the job category.

56. Identify, with sufficient specificity to form the basis of an eventual Rule 34 request for the production of documents, all documents in the Company's possession, subject to its control, or of which it has knowledge which would reflect any of the information requested in Interrogatories 54 and 55 and state to which subsection of the Interrogatory each document is relevant.

57. Describe any training courses or programs which have been made available by or through LAWYERS COOPERATIVE PUBLISHING COMPANY to employees since January 1, 1960, including:

- a. the skills intended to be imparted by the course or program;
- b. the length of each course or program and the frequency with which it is offered;
- c. which employees are eligible;

- d. the manner in which employees are informed of the course or program;
- e. criteria for determining eligibility to the course or program;
- f. the cost of the course or program, if any, to the employee taking it;
- g. the job category or subcategory for which the training is helpful in obtaining promotion or transfer;
- h. the number of employees taking part in these courses or programs for each year since January 1, 1960 to the present separately for:
 - (1) all employees;
 - (2) white male employees;
 - (3) white female employees;
 - (4) black male employees;
 - (5) black female employees;
 - (6) Spanish-surname American male employees;
 - (7) Spanish-surname American female employees;
- i. Give the name, address, race, sex, national origin and job title of each of the Company's officers, agents and employees and of each outside professional consultant who in any way participated, collaborated, or gave advise concerning the use of adoption, retention, modification, availability or abandonment of the above courses or programs

58. State separately for each facility in the State of New York during the twelve month period preceding January 1, 1960 and for each year thereafter:

- a. the name, sex, race and national origin

of all:

- (1) "foremen" - i.e. person
 - (2) assistant "foremen" - i.e. person
 - (3) supervisors
 - (4) managers
 - (5) inspectors
 - (6) any other person who had responsibility for the performance of five (5) or more employees
- b. manner in which the persons listed in answer to (a) were chosen;
 - c. their rate of pay, whether hourly or salaried.

59. For each job classification at each facility in the State of New York state:

- a. when each job classification had permanently assigned to it the first:
 - (1) black;
 - (2) Spanish-surnamed American;
 - (3) female or;
 - (4) male;
- b. those job classifications which up to December 3, 1971 had not had permanently assigned to it any
 - (1) black;
 - (2) Spanish-surnamed American;
 - (3) female or;
 - (4) male.

60. Indicate the employee benefits which you have given your employees, at all levels, from July 2, 1964 to present. Including but not limiting to the following:

- a. stock options;
- b. sabbaticals;
- c. sick leave;
- d. disability leave;

- e. vacation leave;
- f. Christmas bonuses;
- g. other bonuses;
- h. health insurance;
- i. life insurance;
- j. maternity leave;
- k. child-rearing leave;
- l. other leaves of absence;
- m. pensions and retirement benefits;
- n. education leave;
- o. contribution toward educational expenses.

61. Indicate, for every year from July 2, 1964 to the present:

- a. whether a woman is considered for employment if she is pregnant when she applies for work at LAWYERS COOPERATIVE PUBLISHING COMPANY;
- b. how a woman is treated when she becomes pregnant while employed at LAWYERS COOPERATIVE PUBLISHING COMPANY;
- c. what insurance, if any, is paid for the spouse of a male who dies while employed by LAWYERS COOPERATIVE PUBLISHING COMPANY and what insurance is paid to the spouse of a female who dies while employed by LAWYERS COOPERATIVE PUBLISHING COMPANY;
- d. the age for early retirement for males and for females;
- e. the age for regular retirement for males and females.

62. Identify, with sufficient specificity for an eventual Rule 34 request, all documents or other physical

evidence in LAWYERS COOPERATIVE PUBLISHING COMPANY's possession, subject to its control, or of which it has knowledge which would reflect any of the information requested in Interrogatories 57 thru 61 and state to which subsection or the Interrogatory each document or other physical evidence is relevant.

63. List all job classifications or positions at each company facility in the State of New York for which LAWYERS COOPERATIVE PUBLISHING COMPANY presently feels being male or female is a bona fide occupational qualification. Give detailed explanation of reasoning in each instance.

64. Describe in detail the terms upon which LAWYERS COOPERATIVE PUBLISHING COMPANY settled the complaint filed against LAWYERS COOPERATIVE PUBLISHING COMPANY by the Genesee Valley Chapter of the National Orgnaization For Women with the Office of Federal Contract Compliance stating:

- a. the person or persons who negotiated the settlement for LAWYERS COOPERATIVE PUBLISHING COMPANY;
- b. the person or persons who negotiated the settlement on behalf of the Office of Federal Contract Compliance;
- c. the exact terms of the understanding between LAWYERS COOPERATIVE PUBLISHING COMPANY and the Office of Federal Contract Compliance;
- d. the exact changes LAWYERS COOPERATIVE PUBLISHING COMPANY made in its affirmative action program, stating the old and new provisions;
- e. the exact undertakings or promises of LAWYERS COOPERATIVE PUBLISHING COMPANY

- as a result of the settlement;
- f. amount of money given to persons as part of the settlement;
 - g. persons who received money and amount received by each;
 - h. dates and places of settlement negotiations;
 - i. the name and sex of persons who were transferred, promoted, or offered opportunities as a result of the settlement;
 - j. type of notice given by LAWYERS COOPERATIVE PUBLISHING COMPANY to persons who were or could have been affected by the settlement;
 - k. actual changes accomplished by the settlement;
 - l. any and all written communications sent or received as part of the settlement negotiations.

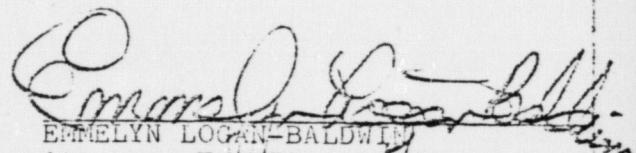
65. Identify with sufficient specificity to form the basis of an eventual Rule 34 request for the production of documents all documents or physical evidence which records, reflects, or otherwise provides the information stated in answer to Interrogatories 63 and 64 and state to which subsection of the Interrogatory each document or other physical evidence is relevant

66. Identify each person whom LAWYERS COOPERATIVE PUBLISHING COMPANY expects to call as an expert witness, at any hearing and/or trial herein, stating the subject matter on which the expert is expected to testify and the substance of the facts and opinions to which the expert is expected to testify and a summary of the grounds for each opinion.

Emmelyn Logan Baldwin
EMMELYN LOGAN-BALDWIN
Attorney for Plaintiffs
Office and Post Office Address
510 Powers Building
Rochester, New York 14614
Telephone: 716-232-2292

CERTIFICATE OF SERVICE

I hereby certify that I have served the foregoing Cross Motion To Compel Disclosure And To Vacate Stay; Opposition To Motion To Dismiss And For Summary Judgment and Affirmation on the defendants by my causing a copy to be delivered to attorneys for the defendants, Louis N. Kash, Esquire, Corporation Counsel, City of Rochester, City Hall, Rochester, New York 14614, and John B. McCrory, Esquire, Nixon, Hargrave, Devans & Doyle, Lincoln First Tower, Rochester, New York 14603, this 20 day of December, 1974.



EMMELYN LOGAN-BALDWIN
Attorney For Plaintiffs
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510 Powers Building
Rochester, New York 14614
Telephone: 716-232-2292

December 20, 1974



UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

GENESEE VALLEY CHAPTER OF THE NATIONAL
ORGANIZATION FOR WOMEN AND EULA LEE
BLOWERS,

Plaintiffs, : NOTICE OF MOTION

-vs-

: FRCP 26(c)

ELISHA C. FREEDMAN, Individually and as
City Manager of the City of Rochester,
THOMAS P. RYAN, JR., Individually and as
Mayor of the City of Rochester, THOMAS
GOSNELL, Individually and as President
of Lawyers Cooperative Publishing Company,
and LAWYERS COOPERATIVE PUBLISHING COMPANY,
INC.,

: CIVIL ACTION
NO. 74-511

Defendants.

:

PLEASE TAKE NOTICE that defendants Thomas Gosnell and
Lawyers Cooperative Publishing Company, Inc. will bring a motion
for a Protective Order pursuant to FRCP 26(c) on or before
this Court at the Federal Building, State Street, Rochester,
New York on January 27, 1975 at 10:00 a.m. or as soon thereafter
as counsel can be heard.

Dated: January 8, 1975

NIXON, HARGRAVE, DEVANS & DOYLE

By John B. McCrory
John B. McCrory
Attorneys for Defendants Thomas
Gosnell and Lawyers Cooperative
Publishing Company
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Telephone: (716) 546-8000

TO: EMMELYN LOGAN-BALDWIN
Attorney for Plaintiffs
510 Powers Building
Rochester, New York 14614

LOUIS N. KASH, ESQ.
Corporation Counsel of the City of Rochester
Attorney for Defendants Freedman and Ryan
46 City Hall
Rochester, New York 14614

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

GENESEE VALLEY CHAPTER OF THE NATIONAL
ORGANIZATION FOR WOMEN AND EULA LEE
BLOWERS, :
Plaintiffs, : MOTION
-vs- : FRCP 26(c)
ELISHA C. FREEDMAN, Individually and as :
City Manager of the City of Rochester, :
THOMAS P. RYAN, JR., Individually and as :
Mayor of the City of Rochester, THOMAS :
GOSNELL, Individually and as President :
of Lawyers Cooperative Publishing Company, :
and LAWYERS COOPERATIVE PUBLISHING COMPANY, :
INC., : CIVIL ACTION
No. 74-511
Defendants. :

TO: EMMELYN LOGAN-BALDWIN
Attorney for Plaintiffs
510 Powers Building
Rochester, New York 14614

Defendants Thomas Gosnell and Lawyers Cooperative Publishing Company move this Court for an Order, pursuant to FRCP 26(c)(1) that discovery by plaintiffs' first interrogatories, served December 20, 1974, not be had on the ground that said interrogatories are requested by plaintiffs simply to embarrass and annoy defendants Gosnell and Lawyers Cooperative Publishing Company; that answers to said interrogatories can only be produced at undue expense; that virtually identical interrogatories were served by plaintiffs in another one of their actions already before this Court; that since it is likely that plaintiffs' action will be dismissed by summary judgment, defendants should not be required to go to the great expense and cost of answering some 29 pages of interrogatories until after the Court has ruled

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on defendants' motion; as more fully appears by the affirmation of John B. McCrory, a copy of which is served and filed herewith.

Dated: January 8, 1975

NIXON, HARGRAVE, DEVANS & DOYLE

By

John B. McCrory
John B. McCrory
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Gosnell and Lawyers Cooperative
Publishing Company
Lincoln First Tower
Rochester, New York 14603
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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

GENESEE VALLEY CHAPTER OF THE NATIONAL ORGANIZATION FOR WOMEN AND EULA LEE BLOWERS, :
Plaintiffs, : ATTORNEY'S AFFIRMATIC
-vs- : FRCP 26(c)
ELISHA C. FREEDMAN, Individually and as City Manager of the City of Rochester, : CIVIL ACTION
THOMAS P. RYAN, JR., Individually and as Mayor of the City of Rochester, THOMAS GOSNELL, Individually and as President of Lawyers Cooperative Publishing Company, and LAWYERS COOPERATIVE PUBLISHING COMPANY, INC., : NO. 74-511
Defendants. :

STATE OF NEW YORK:
COUNTY OF MONROE : SS:
CITY OF ROCHESTER:

JOHN B. MC CRORY, being duly sworn, deposes and says:

1. I am a partner of Nixon, Hargrave, Devans & Doyle, attorneys for defendants Gosnell and Lawyers Cooperative Publishing Company and am fully familiar with this action.

2. This action was commenced on November 7, 1974 by plaintiffs to halt placement of a statue upon defendant Lawyers Cooperative Publishing Company's building. Plaintiffs allege that the placement of this statue somehow violates their constitutional rights.

3. By motion dated November 26, 1974, defendants seek an order of summary judgment dismissing plaintiffs' complaint.

4. Defendants believe that their motion for summary judgment will be granted.

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5. Nonetheless, on December 20, 1974, plaintiffs served interrogatories, identical to those already served in Eula Lee Blowers, et al. vs. Lawyers Cooperative Publishing Company, et al. CIV 1973-74. The Court now has before it defendants' motion to permit sufficient time to answer such interrogatories in the Blowers' action.

6. Since this instant action is not one for employment discrimination, but solely an action to test the validity of the City of Rochester's lease of the statue to defendant, so much of plaintiffs' interrogatories which are directed to the question of defendant Lawyers Cooperative Publishing Company's employment practices should be ordered stricken by the Court.

Dated: January 8, 1975

John B. McCrory
JOHN B. MC CRORY

Sworn to before me this
8th of January, 1975.

James H. Morgan Stern
JAMES H. MORGAN STERN
Notary Public in the State of New York
MONROE COUNTY.
Commission Expires March 30, 1975

CERTIFICATE OF SERVICE

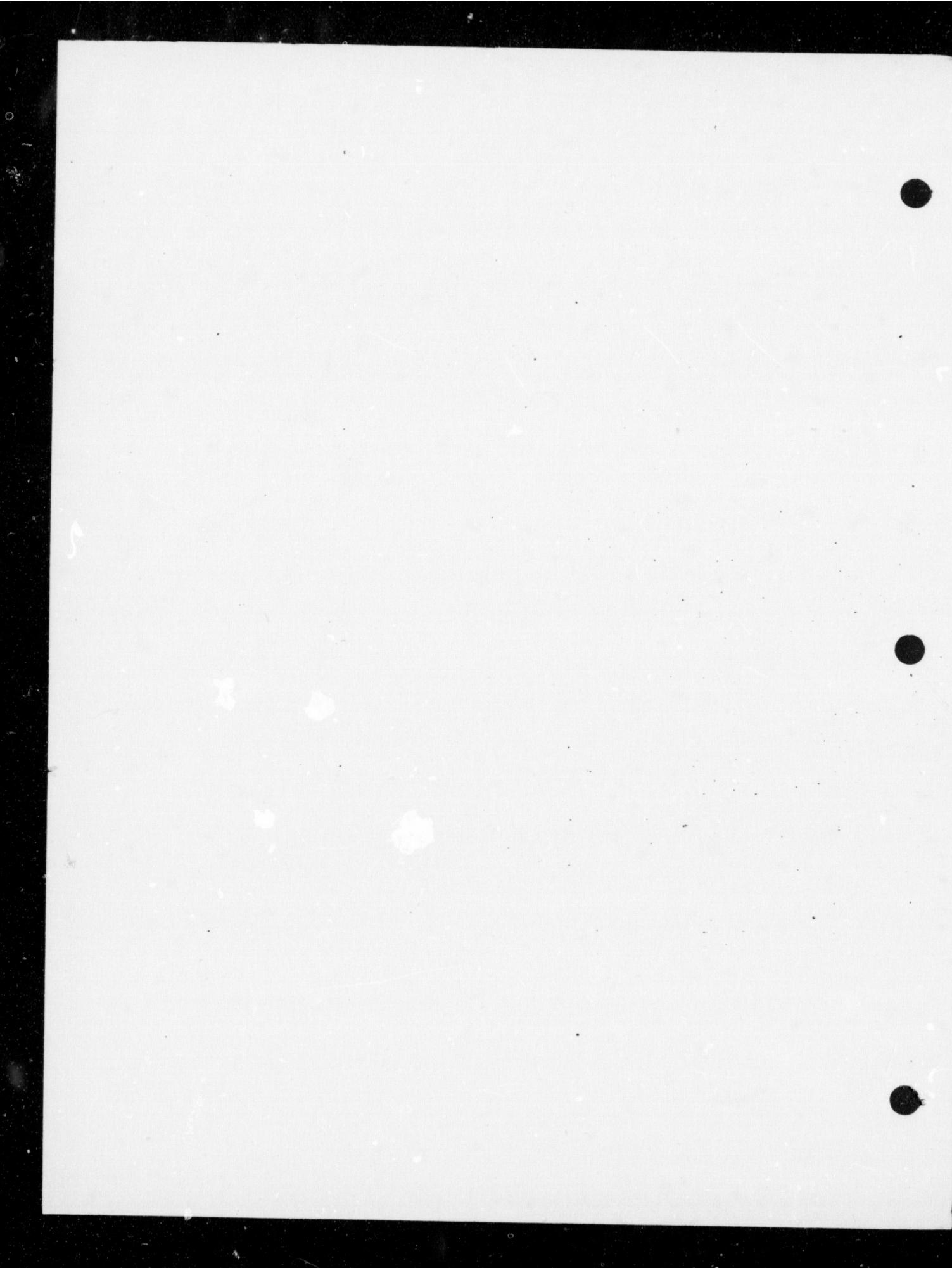
I, James H. Morgenstern, an attorney with the firm of Nixon, Hargrave, Devans & Doyle, attorneys for defendants Thomas Gosnell and Lawyers Cooperative Publishing Company, Inc. do hereby certify that the foregoing Notice of Motion, Motion and Attorney's Affirmation were served upon the following attorneys on January 8, 1975, by mailing copies of the same in properly stamped envelopes, addressed to each of the attorneys at the addresses set forth below:

EMMELYN LOGAN-BALDWIN
Attorney for Plaintiffs
510 Powers Building
Rochester, New York 14614

LOUIS N. KASH, ESQ.
Corporation Counsel of the City of Rochester
Attorney for Defendants Feedman and Ryan
46 City Hall
Rochester, New York 14614

Dated: January 8, 1975

James H. Morgenstern
James H. Morgenstern



FOR THE WESTERN DISTRICT OF NEW YORK

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GENESEE VALLEY CHAPTER OF THE NATIONAL)
ORGANIZATION FOR WOMEN and EULA LEE BLOWERS) CROSS MOTION TO
Plaintiffs) COMPEL DISCLOSURE;
OPPOSITION TO MOTION
FOR PROTECTIVE ORDER
-v-
ELISHA C. FREEDMAN, individually and as)
City Manager of the City of Rochester;)
THOMAS P. RYAN, JR., individually and as) Civ-74-522
Mayor of the City of Rochester;)
THOMAS GOSNELL, individually and as)
President of Lawyers Cooperative Publishing)
Company, Inc.; and)
LAWYERS COOPERATIVE PUBLISHING COMPANY, INC.)
Defendants)
})

PLEASE TAKE NOTICE that upon all the papers and proceedings heretofore had in the above-noted action and upon the affirmation of Emmelyn Logan-Baldwin, January 23, 1975, plaintiffs will move this Court at a motion term on January 27, 1975 at 10:00 a.m. or as soon thereafter as counsel can be heard, at the Federal Building, State Street, Rochester, New York, for an order compelling answers to First Interrogatories propounded by Plaintiffs and for such other and further relief as to the Court may seem just and proper.

PLEASE TAKE FURTHER NOTICE that at the same time, date and place, plaintiffs will, upon the same papers, oppose the motion of defendants Gosnell and Lawyers Cooperative Publishing Company for protective order.

EMMELYN LOGAN-BALDWIN
Attorney for Plaintiffs
Office and Post Office Address
510 Powers Building
Rochester, New York, 14614
Telephone: 716-232-2292

January 23, 1975

TO: LOUIS N. KASH, ESQUIRE
CORPORATION COUNSEL
CITY OF ROCHESTER
CITY HALL
ROCHESTER, NEW YORK 14614
ATTORNEY FOR DEFENDANTS FREEDMAN AND RYAN

JOHN B. MC CRORY, ESQUIRE
NIXON, HARGRAVE, DEVANS & DOYLE
LINCOLN FIRST TOWER
ROCHESTER, NEW YORK 14603
ATTORNEY FOR DEFENDANTS GOSNELL AND LAWYERS COOPERATIVE
PUBLISHING COMPANY, INC.

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NEW YORK

GENESEE VALLEY CHAPTER OF THE NATIONAL)
ORGANIZATION FOR WOMEN and EULA LEE BLOWERS)
) AFFIRMATION IN SUP-
Plaintiffs)
) PORT OF CROSS MOTION
-v-)
) TO COMPEL DISCLOSURE;
ELISHA C. FREEDMAN, Individually and as)
City Manager of the City of Rochester;)
THOMAS P. RYAN, JR., individually and as)
Mayor of the City of Rochester;)
THOMAS GOSNELL, individually and as)
President of Lawyers Cooperative Publishing)
Company, Inc; and)
LAWYERS COOPERATIVE PUBLISHING COMPANY, INC)
) FOR PROTECTIVE ORDER
) Civ 1974-522
Defendants)
)

)

Emmelyn Logan-Baldwin, under penalties of perjury,
affirms the following:

1. I am an attorney at law, duly licensed to practice my profession in the State of New York. I am duly admitted to the bar of this Court. I am the attorney for the plaintiffs in the above-noted action and am familiar with the pleadings and proceedings in this case. This affirmation is submitted in support of plaintiffs' cross-motion to compel disclosure and in opposition to the motion of defendants Gosnell and Lawyers Cooperative Publishing Company, Inc. for protective order.

240 2. This is an action brought under the Constitution of the United States, Fourteenth Amendment and pursuant to 42 U.S.C. §§1983 and 1985 in which the plaintiffs seek a declaration that a leasing agreement entered into among the defendants for the perpetual use and display by defendant Lawyers Cooperative Publishing Company of public property of the City of Rochester, a statue of Mercury, constitutes an illegal and unconstitutional conspiracy among defendants, under color of law, which has deprived and is depriving and will in the future deprive the plaintiffs of their rights to equal protection of the laws, to equal employment opportunities and to the support of government in securing those rights. The Summons and Complaint was duly served on all defendants together with Order to Show Cause and Motion for Preliminary Injunction on November 7, 1974.

3. Defendants Gosnell and Lawyers Cooperative Publishing Company served their answer, motion to dismiss and motion for summary judgment by mail on November 26, 1974. Plaintiffs have opposed those motions. The Court has those motions under advisement.

4. Defendants Freedman and Ryan are in default in answering the complaint. Nevertheless, defendants Freedman and Ryan moved, by Order to Show Cause dated December 16, 1974, to dismiss and for summary judgment. Plaintiffs have opposed those motions. The Court has those motions under advisement.

5. Plaintiffs' motion to compel answers to the First Interrogatories propounded by Plaintiffs should be granted because the information requested in the interrogatories is information which must be disclosed pursuant to Federal Rule 26. The information requested in the interrogatories is directly relevant to plaintiffs' claim that Lawyers Cooperative Publishing Company

has discriminated and is discriminating in employment and that 247 defendants Freedman and Ryan, acting illegally but on behalf of the City of Rochester, and purporting to bind the City of Rochester, have acted and are acting in concert with the defendants Gosnell and Lawyers Cooperative Publishing Company to underwrite, directly or indirectly discrimination in employment.

6. Plaintiffs claim that Lawyers Cooperative Publishing Company maintains a policy, practice, custom and usage of discriminating against its female employees solely because of their sex with respect to compensation, terms, conditions and privileges of employment and limits, segregates and classifies its females, solely on the basis of sex, in ways which deprive and have deprived the female employees of equal employment opportunities and otherwise adversely affect their status as employees because of sex. Plaintiffs claim that Lawyers Cooperative Publishing Company has consistently and purposefully limited and deprived women employees of their rights guaranteed to them under the United States Constitution, federal and state law, with the intent and design, both directly and indirectly, of fostering and protecting the advantage and advancement of male employees to the detriment of female employees. Illegal employment practices of Lawyers Cooperative Publishing Company include but are not limited to:

- a) maintaining a system of recruitment and hiring which discriminates against women because of their sex;
- b) maintaining a system of job classification and assignment which discriminates against women because of their sex;
- c) failing to transfer and promote female employees because of their sex;
- d) conducting training and apprenticeship programs which discriminate against women because of their sex;

- e) discriminating against female employees with respect to their compensation because of their sex;
- f) discriminating against female employees because of their sex with respect to maternity leave and other employee fringe benefits;
- g) discriminating against female employees because of their sex with respect to terms and conditions of employment, including but not limited to harassment, intimidation and discipline.
- h) conducting a policy of intimidation and harassment against female employees in retaliation for their opposing discriminatory company policies and practices;
- i) discriminating against employees because they opposed practices made unlawful by Title VII or because they made a charge, testified or participated in any manner in an investigation, proceeding or hearing under Title VII.

7. There is simply no basis in fact for the assertion by defendants Gosnell and Lawyers Cooperative Publishing Company in their attorney affidavit of January 8, 1975 that the interrogatories have been served by plaintiffs "simply to embarrass and annoy defendants Gosnell and Lawyers Cooperative Publishing Company." Nor is there any basis in law or fact for the motion by defendants Gosnell and Lawyers Cooperative Publishing Company for protective order in alleging that answers to the interrogatories will be produced at "undue expense." The information requested in the interrogatories must be produced pursuant to the requirements of Federal Rule 26.

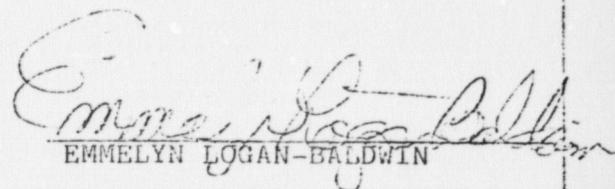
8. Nor is the fact that defendant Lawyers Cooperative Publishing Company has been served with interrogatories on its employment practices in another lawsuit pending against it any excuse in law or fact for not answering the interrogatories in this

lawsuit. Discovery in this lawsuit does not depend upon the progress
of discovery in another lawsuit.

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9. There is no basis for defendants Gosnell and Lawyers Cooperative Publishing Company assertion that their motion for summary judgment is "likely" to be granted. There are numerous issues of material fact in dispute in this lawsuit, as more fully set forth in plaintiffs' Cross Motion To Compel Disclosure and To Vacate Stay; Opposition to Motion To Dismiss and For Summary Judgment, dated December 18, 1974.

10. For these reasons, plaintiffs respectfully request that the Court compel answers to plaintiffs' First Interrogatories Propounded by Plaintiffs and that the Court deny the motion of defendants Gosnell and Lawyers Cooperative Publishing Company for protective order.


EMMELYN LOGAN-BALDWIN

January 23, 1975

Rochester, New York

CERTIFICATE OF SERVICE

I hereby certify that I have served the foregoing Cross Motion To Compel Disclosure; Opposition to Motion for Protective Order on the defendants by my causing a copy to be delivered to attorneys for the defendants, Louis N. Kesh, Esquire, Corporation Counsel, City of Rochester, City Hall, Rochester, New York 14614, and John B. McCrory, Esquire, Nixon, Hargrave, Devans & Doyle, Lincoln First Tower, Rochester, New York 14603, this 23rd day of January, 1975.



EMMELYN LOGAN-BALDWIN
Attorney For Plaintiffs
Office and Post Office Address
510 Powers Building
Rochester, New York 14614
Telephone: 716-232-2292

January 23, 1975

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

251

GENESEE VALLEY CHAPTER OF THE
NATIONAL ORGANIZATION FOR WOMEN
and EULA LEF BLOWERS,

Plaintiffs,

-vs-

ELISHA C. FREEDMAN, individually and
as City Manager of the City of Rochester;
THOMAS P. RYAN, JR., individually and as
Mayor of the City of Rochester;
THOMAS GOSNELL, individually and as
President of Lawyers Cooperative
Publishing Company, Inc.; and
LAWYERS COOPERATIVE PUBLISHING COMPANY, INC.,

: ANSWERING
: AFFIDAVIT IN
: SUPPORT OF
: STAY PENDING
: SUMMARY
: JUDGMENT

: CIV-74-522

Defendants.

STATE OF NEW YORK:
COUNTY OF MONROE : SS:
'CITY OF ROCHESTER:

JOHN B. MCCRORY, being sworn, deposes and says:

1. I am a partner in Nixon, Hargrave, Devans & Doyle, attorneys for defendants Thomas Gosnell and Lawyers Cooperative Publishing Company.

2. This affidavit is submitted in support of the motion of defendants Gosnell and Lawyers Cooperative Publishing Company to stay discovery proceedings, pending this Court's resolution of the pending motion for summary judgment, and in opposition to plaintiffs' motion to proceed with pre-trial discovery.

3. On November 14, 1974, Judge Harold P. Burke denied plaintiffs' motion for a preliminary injunction, determining:

"12. There is no showing on the part of plaintiffs of reasonable probability of success in this action."

4. On November 26, 1974, defendants Gosnell and Lawyers Cooperative Publishing Company served and filed their answer to plaintiffs' complaint and their motion for summary judgment dismissing plaintiffs' complaint as a matter of law. The thrust of plaintiffs' complaint is to the effect that Lawyers Cooperative Publishing Company is guilty of sex discrimination in employment, and therefore the City of Rochester has no right to enter into any contract or agreement with the Company. The position of defendants in this action is that even if Lawyers Cooperative Publishing Company should be found guilty of sex discrimination in employment by some court, this does not have the legal effect of declaring all its existing contracts null and void, nor does it preclude any party, such as the City of Rochester, from entering into or continuing a contractual relationship with the Company. Sex discrimination cases provide their own special remedies, but one of those remedies is not suspension of the constitutional right of contract, or the suspension of the obligations of the parties to an existing contract.

5. The motion for summary judgment of defendants Gosnell and Lawyers Cooperative Publishing Company, in essence, argues that, even if there ultimately should be a determination of sex discrimination, this would not preclude the City of Rochester from permitting the erection and public display of the statue of Mercury on a building owned by Lawyers Cooperative Publishing Company.

6. On December 16, 1974, Judge Harold P. Burke granted a stay of all pre-trial discovery proceedings by plaintiffs against co-defendants Freedman and Ryan, as officials of the City of Rochester, upon the ground of the City's pending

motion for summary judgment. The motion herein of defendants 25
Gosnell and Lawyers Cooperative Publishing Company simply seeks
a similar stay of all pre-trial discovery proceedings pending
determination of their separate motion for summary judgment.

7. After defendants' motion for summary judgment had been submitted, Mrs. Logan-Baldwin served upon defendants Gosnell and Lawyers Cooperative Publishing Company extensive Interrogatories (virtually identical to the extensive discrimination Interrogatories in the Blowers action, Civ-1973-47), and also served a Notice of Deposition initially scheduled to take 3 full days, and also required Lawyers Cooperative Publishing Company to furnish virtually every record and document in its possession, whether related to this action or not, including the salary history of every employee back to 1971.

8. By means of the proposed pre-trial discovery, Mrs. Logan-Baldwin seeks essentially the identical information to which she claims to be entitled in Blowers. Such discovery would involve many thousands of dollars of legal time and expense, which would be totally unnecessary if, as anticipated, defendants' motions for summary judgment are granted.

9. The original motion of defendants Gosnell and Lawyers Cooperative Publishing Company, dated January 8, 1975, sought a protective order only against the Interrogatories served, due to the fact that Mrs. Logan-Baldwin buried the Notice of Deposition in the midst of the extensive papers served. Because of the volume of papers, we inadvertently overlooked the Notice of Deposition buried in the middle. However, by this affidavit, it is requested that the application for the protective order be amplified to include all pre-trial discovery proceedings, including Interrogatories and depositions,

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until the pending summary judgment motion is determined. If granted, pre-trial discovery will be unnecessary, and many thousands of dollars worth of legal time and expense should not be expended in the meantime.

John B. McCrory
JOHN B. McCRORY

Sworn to before me

January 28, 1975.

James H. Morgenstern

JAMES H. MORGENSTERN
Notary Public in the State of New York
BERKSHIRE COUNTY,
Commission Expires March 31, 1975.

CERTIFICATE OF SERVICE BY MAIL

I certify that I served the ANSWERING AFFIDAVIT IN SUPPORT OF STAY PENDING SUMMARY JUDGMENT herein by causing copies to be mailed to plaintiffs' attorney, EMMELYN LOGAN-BALDWIN, 510 Powers Building, Rochester, New York 14614, and to the attorney for defendants Freedman and Ryan, LOUIS N. KASH, Corporation Counsel of the City of Rochester, 46 City Hall, Rochester, New York 14614, postage paid, on January 28, 1975.

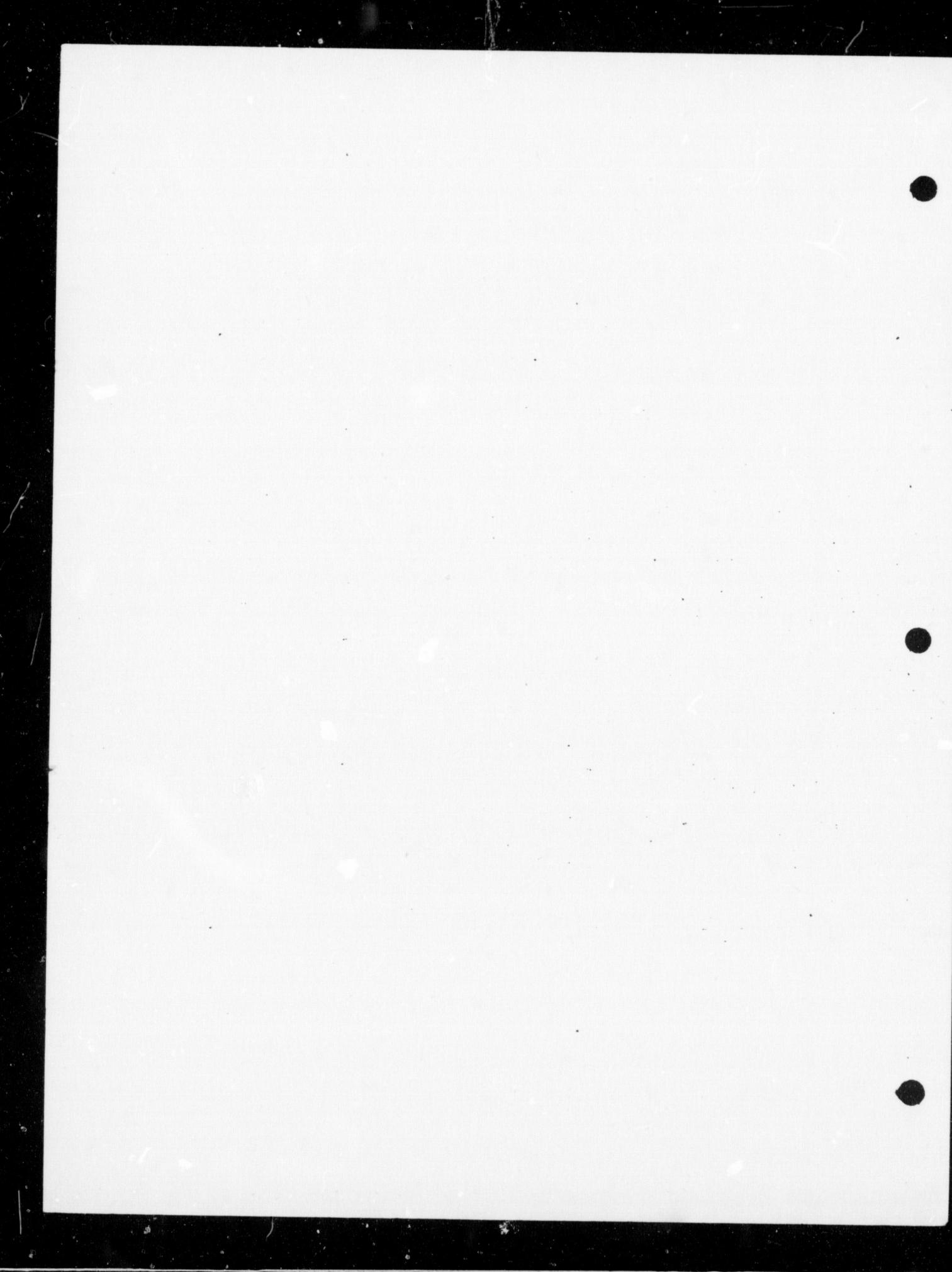
NIXON, HARGRAVE, DEVANS & DOYLE

By

John B. McCrory

JOHN B. McCRORY

Attorneys for Defendants Thomas Gosnell
and Lawyers Cooperative Publishing
Company



FOR THE WESTERN DISTRICT OF NEW YORK

GENESEE VALLEY CHAPTER OF THE NATIONAL)
ORGANIZATION FOR WOMEN and EULA LEE BLOWERS) REPLY AFFIRMATION
Plaintiffs) IN SUPPORT OF CROSS
vs.) MOTION TO COMPEL
ELISHA C. FREEDMAN, individually and as City) DISCLOSURE;
Manager of the City of Rochester;)
THOMAS P. RYAN, JR., individually and as) OPPOSITION TO
Mayor of the City of Rochester;)
THOMAS GOSNELL, individually and as) MOTION FOR PROTEC-
President of Lawyers Cooperative Publishing) TIVE ORDER
Company, Inc.; and)
LAWYERS COOPERATIVE PUBLISHING COMPANY, INC.)
Defendants) CIV-74-522
,

Emmelyn Logan-Baldwin, under penalties of perjury,
affirms the following:

1. I am an attorney at law, duly licensed to practice my profession in the state of New York. I am duly admitted to the bar of this court. I am the attorney for the plaintiffs in the above-noted action and am familiar with the pleadings and proceedings in this case. This reply affirmation is submitted in further support of plaintiffs' cross motion to compel disclosure and in opposition to the motion of defendants Gosnell and Lawyers Cooperative Publishing Company, Inc. for protective order.

2. By notice of motion dated December 18, 1974 and served on attorneys for all defendants on December 20, 1974, plaintiffs moved for the court to compel defendants to appear for depositions, answer interrogatories and produce documents. The plaintiffs, at the same time, opposed defendants' motion for summary judgment pointing out that virtually every issue of material fact is in dispute in this lawsuit and that therefore, there is no basis for such motion. Plaintiffs underscored that, in any event, pursuant to Federal

Rule of Civil Procedure 56(e), they would be entitled to information from the depositions, interrogatories and documents in defending against a summary judgment motion.

3. The Notice of Deposition to depose defendant Freedman had been served on November 29, 1974. Plaintiffs' motion to compel attendance at that deposition was made after attorneys for defendants Freedman and Ryan had agreed to appear for depositions and produce documents but then had sought a stay from this court of those depositions pending disposition of a motion to dismiss or summary judgment brought on by order to show cause. Defendants Freedman and Ryan have been and are in default in answering the complaint herein.

4. The Notice of Deposition of defendant Lawyers Cooperative Publishing Company, agent and/or employee, Donald Bennett, and the First Interrogatories Propounded by Plaintiffs were served on attorneys for all defendants with plaintiffs' Cross Motion to Compel Disclosure and to Vacate Stay; Opposition to Motion to Dismiss and for Summary Judgment on December 20, 1974. Both pleadings were not only referenced in the body of the motion but the reasons for compelling compliance with the answering of the interrogatories and the appearance at depositions were discussed.

5. Defendants should be compelled to appear for depositions and answer interrogatories since the information requested is information which must be disclosed pursuant to Federal Rule 26. The information sought in disclosure is directly relevant to plaintiffs' claim that Lawyers Cooperative Publishing Company has discriminated and is discriminating in employment and that defendants Freedman and Ryan, acting illegally, but on behalf of the City of Rochester, and purporting to bind the City of Rochester, have acted and are acting in concert with defendants Gosnell and Lawyers Cooperative Publishing Company to underwrite, aid or facilitate, directly or indirectly, discrimination in employment.

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6. A governmental entity through its agents, here defendants Freedman and Ryan, is prohibited by statutes, regulations and the Constitution from underwriting, aiding, facilitating, directly or indirectly, discrimination in employment. A governmental entity, by its agents, has an affirmative obligation to scrutinize all its activities and contacts, including contracts, to assure that private entities with which government agents have contact do not discriminate in employment.

7. There is no constitutional right of any private entity to contract with government agents on behalf of government, as defendants Gosnell and Lawyers Cooperative Publishing Company suggest in their attorney's affidavit of January 28, 1975. Private entities have long been on notice of the binding policy on all agents of government to implement governmental policy to eliminate employment discrimination. Any private entity seeking to do business with the government knows that a precondition of any contract is that the private entity does not discriminate in employment. If a private entity contracts with agents of a government entity on behalf of the government, the private entity knows that if discrimination in employment is existent in the private entity the contract with the government is either void or voidable.

8. Contrary to what defendants Gosnell and Lawyers Cooperative Publishing Company suggest, defendants Freedman and Ryan, acting as agents of the City of Rochester, cannot contract for the erection and public display of the statue of Mercury when Lawyers Cooperative Publishing Company discriminates in employment. That contract is void or voidable.

9. There is no excuse to defendants Gosnell and Lawyers Cooperative Publishing Company for not answering the interrogatories and appearing for depositions by suggesting that they have been or might be asked the same questions in other litigation pending against them. The fact is that defendants Gosnell and Lawyers Cooperative Publishing Company have consistently refused to appear for depositions and answer interrogatories thwarting expeditious handling of all litigation pending in connection with company employment practices. Defendants Gosnell and Lawyers Cooperative Publishing Company can hardly argue, therefore, as they do in their attorney affidavit of January 28, 1975, that answering of interrogatories and appearing for depositions in connection with inquiry into illegal employment practices will be a needless waste of money and time. If the defendants produce documents and answer interrogatories on their employment practices they will supply information that must not only be produced for this lawsuit but for others where employment practices are at issue.

10. Nor is there any merit to the assertion by defendants Gosnell and Lawyers Cooperative Publishing Company that the material requested is "virtually every record and document in its possession". The employee salary history is available in a small folder from a computer print out. It is neither difficult for the defendants to produce nor bulky, being the size of approximately a legal file folder, 1/2 inch thick.

11. The argument of defendants Gosnell and Lawyers Cooperative Publishing Company attorney that he could not make timely objection to plaintiffs' Notice of Deposition of his clients is absurd. Attorney for defendants Gosnell and Lawyers Cooperative Publishing Company has had the papers since December 20, 1974. As previously indicated, the Notice of Deposition was not only referenced in the December 18, 1974 motion papers but discussed in

those motion papers. Attorney for defendants Gosnell and Lawyers Cooperative Publishing Company appeared in opposition to that motion on December 23, 1974. Counsel for plaintiffs even had a personal conversation with Mr. McCrory at the chambers of New York State Supreme Court Justice Blauvelt on January 23, 1975 at which time counsel for plaintiffs reminded counsel for defendants of the dates scheduled for the depositions.

For these reasons, plaintiffs respectfully request that the court grant the Cross Motion to Compel the Disclosure and deny defendants Gosnell and Lawyers Cooperative Publishing Company Motion for Protective Order.

Emmelyn Logan-Baldwin
Emmelyn Logan-Baldwin
510 Powers Building
Rochester, New York 14614
Tele: 716-232-2292

January 31, 1975

Rochester, New York

CERTIFICATE OF SERVICE

I hereby certify that I have served the foregoing Reply Affirmation in Support of Cross Motion to Compel Disclosure; Opposition to Motion for Protective Order on the defendants by my causing a copy to be mailed to attorneys for defendants, Louis N. Kash, Esquire, Corporation Counsel, City of Rochester, City Hall, Rochester, New York, 14614, and John B. McCrory, Esquire, Nixon, Hargrave, Devans & Doyle, Lincoln First Tower, Rochester, New York, 14603, this 31st day of January, 1975.

Emmelyn Logan-Baldwin
Emmelyn Logan-Baldwin
Attorney for Plaintiff
510 Powers Building
Rochester, New York 14614
Tele: 716-232-2292

January 31, 1975

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

GENESEE VALLEY CHAPTER OF THE NATIONAL
ORGANIZATION FOR WOMEN and EULA LEE
BLOWERS,

Plaintiffs

- vs -

CIVIL 1974-522

ELISHA C. FREEDMAN, individually and as
City Manager of the City of Rochester,
THOMAS P. RYAN, individually and as
Mayor of the City of Rochester, THOMAS
COSNELL, individually and as President
of Lawyers Cooperative Publishing Company
and LAWYERS COOPERATIVE PUBLISHING COMPANY,

Defendants

Emmelyn Logan-Baldwin
510 Powers Building
Rochester, N.Y. 14614
Attorney for plaintiffs

Nixon, Hargrave, Devans & Doyle
Lincoln First Tower
Rochester, N.Y. 14614
Attorneys for defendants Cosnell and
Lawyers Cooperative Publishing Company

Louis N. Kash
Corporation Counsel
46 City Hall
Rochester, N.Y. 14614
Attorney for defendants Freedman and Ryan

By notice of motion filed November 27, 1974, with
supporting papers, the defendants Cosnell and Lawyers
Cooperative Publishing Company moved for summary judgment
dismissing the complaint for lack of jurisdiction over the

subject matter, and for failure to state a claim upon which relief can be granted. The motion has been submitted for decision on written memoranda.

Lawyers Cooperative Publishing Company on April 30, 1974 entered into an agreement with the City of Rochester to display a twenty-one foot high metal fabricated statue of the Greek God Mercury. Mercury had in past years been erected atop a tobacco factory in downtown Rochester. In some manner not pertinent to this law suit the City of Rochester came into ownership of the old tobacco factory, Mercury and all. The building was used for city purposes for a number of years and finally was torn down. Mercury was put in storage for a number of years for lack of a suitable place for its display. Then came the agreement of April 30, 1974. Lawyers Cooperative Publishing Company renovated Mercury and constructed atop its building in downtown Rochester a pedestal tower, at its own expense, to display Mercury.

The complaint herein was filed November 7, 1974. By news release of October 31, 1974, Lawyers Cooperative Publishing Company, publicized plans of the formal opening of display of the Mercury statue for November 15, 1974 (complaint, paragraph 26). Contemporaneously with the filing of the complaint plaintiff submitted for signature to this court an order to show cause returnable November 11, 1974 why this court should not grant preliminary injunction,

In the proposed order was contained a temporary stay. The court did not grant the temporary stay. The motion for a preliminary injunction came on for argument on Monday, November 11, 1974. The plaintiffs had knowledge prior to the filing of the complaint that ~~a~~ public ceremony on November 15, 1974 had been scheduled and that Lawyers Cooperative Publishing Company had arranged for appropriate public ceremonies and a reception to be held at the Flagship Rochester Hotel. R.S.V.P. invitations to such reception had been sent to about 1500 people. The anticipated cost of the reception was about \$9,000.00. Lawyers Cooperative Publishing Company had spent about \$5,000.00 in advance preparation for the reception and was spending about \$2,000.00 for public advertisements in newspapers. By order dated November 14, 1974 this court denied plaintiff's application for a preliminary injunction. Mercury was erected atop the building occupied and used by Lawyers Cooperative Publishing Company in downtown Rochester for its business of publishing law books and law reports.

Plaintiffs' attorney in this suit then had pending in this court for various plaintiffs, three actions against Lawyers Cooperative based on alleged sex discrimination in employment, identical to those set forth in this action. The plaintiff herein, Genesee Valley Chapter of the National

Organization for Women, is a named plaintiff in two of those actions, Loughney et al, vs. Lawyers Cooperative, 1973-238, and Nageotte et al vs. Lawyers Cooperative, 1973-346. The plaintiff Blowers in this action is a named plaintiff in another action, Blowers vs. Lawyers Cooperative, 1973-43. The plaintiffs in this action repeat the allegations of sex discrimination in those actions as a basis for their claim here that the lease of Mercury is illegal. They claim in this suit that the lease agreement denies them equal protection of laws and that the agreement is void under New York law.

For present purposes only, it is assumed that Lawyers Cooperative has engaged in discriminatory employment practices. It does not follow that the constitutional requirement of equal protection of laws may be invoked as a basis for this suit unless the conduct of the City of Rochester is significantly involved with the private discrimination allegedly practiced by Lawyers Cooperative. The City expended no funds in renovating Mercury or placing it on the building of Lawyers Cooperative. The City will not realize any income from the display of Mercury. There is no allegation that the City in any way enforced the alleged sex discrimination, nor is there any allegation of joint participation by the City in such alleged sex discrimination. There is no allegation that the city had any opportunity to control Lawyers Cooperative.

employment practices. There is no allegation of how the lease of Mercury has any effect on the employment practices of Lawyers Cooperative.

Neither Title 7 of the Civil Rights Act nor the regulations of the Law Enforcement Assistance Administration have any application to the lease agreement.

Lawyers Cooperative has not been adjudged to have practiced sex discrimination in employment. The lease of Mercury is not involvement by the City in the alleged sex discrimination, nor is there any effective allegation that it is.

The complaint does not state facts upon which to base a federal claim. This court has no jurisdiction of the subject matter. For that reason this court lacks pendent jurisdiction over the plaintiff's claims founded entirely on New York law.

IT IS HEREBY ORDERED and ADJUDGED that the complaint is dismissed as against all defendants.



HAROLD P. BURKE
United States District Judge

April 24, 1975.

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NEW YORK

GENESEE VALLEY CHAPTER OF THE
NATIONAL ORGANIZATION FOR WOMEN and
EULA LEE BLOWERS

Plaintiffs

-v-

ELISHA C. FREEDMAN, individually and as
City Manager of the City of Rochester;
THOMAS P. RYAN, JR., individually and as
Mayor of the City of Rochester; THOMAS
GOSNELL, individually and as President
of Lawyers Cooperative Publishing Company,
Inc.; LAWYERS COOPERATIVE PUBLISHING
COMPANY, INC.

Defendants

NOTICE OF APPEAL

Civil Action No.

74-522

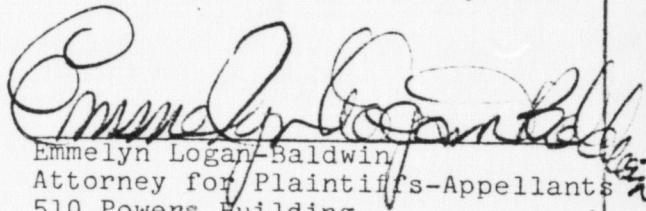
Plaintiffs Genesee Valley Chapter of the National Organization for Women and Eula Lee Blowers hereby appeal from the memorandum decision and judgment of the Honorable Harold P. Burke, dated April 24, 1975, dismissing the complaint in this case against all defendants. Plaintiffs appeal on the facts and the law and from each and every part of said memorandum decision and judgment.


Emmelyn Logan-Baldwin
Attorney for Plaintiffs
510 Powers Building
Rochester, New York 14614

May 22, 1975

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Joint Appendix was served on the defendants-appellees by my causing a copy thereof to be mailed to Louis N. Kash, Esquire, Corporation Counsel, City of Rochester, Joseph A. Regan, Esquire of counsel, City Hall, Rochester, New York 14614 and a copy to be mailed to Nixon, Hargrave, Devans & Doyle, James Morganstern, Esquire of counsel, Lincoln First Tower, Rochester, New York 14604, attorneys for defendants-appellees this 28th day of August, 1975.



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August 28, 1975